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Respectfully Submitted,  
/s/ John S. Tobey

John S. Tobey  
Assistant General Counsel  
john.tobey@gsa.gov

The U.S. General Services Administration  
Office of General Counsel  
1800 F Street NW  
Washington, DC 20405

#### **CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing was served by email on August 25, 2015 upon Alexander B. Ginsberg, Esq. at [alexander.ginsberg@pillsburylaw.com](mailto:alexander.ginsberg@pillsburylaw.com).



/s/ John S. Tobey



August 6, 2015

**CERTIFIED MAIL—RETURN RECEIPT REQUESTED**

Mr. Christopher Romani  
President and CEO  
Integrity Management Consulting, Inc.  
2000 Corporate Ridge, Suite 170  
McLean, VA 22102

**Re: Show Cause Letter for Integrity Management Consulting, Inc.**

Dear Mr. Romani:

As the Suspension and Debarment Official for the U.S. General Services Administration (GSA), it is my responsibility to take administrative action when necessary to protect the Federal Government from contractors that I determine to be presently nonresponsible. I have received information that raises concerns about the business practices and ethics of Integrity Management Consulting, Inc., as follows:

Integrity Management Consulting, Inc. (Integrity) is a provider of acquisition, program, financial, and investment managing consulting services to Federal agencies. Integrity entered into a single award Blanket Purchase Agreement (BPA) GS-23F-ST001 with GSA to provide acquisition support services. GSA's Office of Acquisition Management, Acquisition Services Division, issued a request for quotes to Integrity for its services in formulation and administration of contracts, purchase orders, and task/delivery orders. GSA subsequently issued Task Order GS-P-00-11-CY-0012 for a period of one year with three one-year options.

Under the contract, Integrity was to provide acquisition support services based on specific labor categories, specific labor rates, and 1,995 labor hours to arrive at a fixed price yearly contract amount. The contract also stated the specific tasks and work conditions that Integrity must comply with under the contract. The contract specified that employees must be at GSA's Central Office Building between 7:30 a.m. to 5:30 p.m., Monday through Friday, excluding holidays and days on which the Federal Government is closed.

On October 1, 2013, GSA issued a Stop Work notice to Integrity for the contract pursuant to FAR 52.242-15. Due to the Federal Government shutdown and lapse of appropriations, GSA determined that the services provided under the contract did not meet the standard for "excepted" services and could not be funded during the lapse in appropriations. Moreover, as the services provided by Integrity under the contract were in support of

U.S. General Services Administration  
1800 F Street, NW  
Washington, DC 20405  
[www.gsa.gov](http://www.gsa.gov)

GSA's contracting operations and required supervision of GSA employees, those services could not be continued during a period when the Federal Government was not permitted to continue contracting operations, and where most GSA employees were furloughed, it would have been impossible for Integrity to continue its services during the Government shutdown.

On October 1, 2013, Integrity replied to the Stop Work notice that "both these contracts are fully funded with FY13 funds. Therefore, there is no lapse in appropriations on these contracts, and our staff can continue to support PBS."

During the Government shutdown, Integrity publicly promised its impacted employees that they would still be paid. Integrity claims that it opted to pay the 30 employees impacted by stop-work order during the shutdown from cash reserves.

On October 17, 2013, the lapse in appropriations ended and notice was provided to Integrity that it could resume work under the contract. GSA subsequently informed Integrity that it would not be paid for the period of the Government shutdown as services were not performed on the contract during the period that the stop-work order was in effect.

On October 25, 2013, Integrity wrote to GSA requesting an equitable adjustment stating that Integrity maintained its staff, covered under the contract, during the shutdown of the Federal Government so that the staff could quickly return to work upon notice by the Contracting Officer of record. Integrity informed GSA that it intended to invoice for the full amount of the contractual period despite the Stop-Work notice. In addition, Integrity requested an additional \$3,856.61 to cover its management costs to "communicate continuously with employees and subcontractors, coordinate with the Government and consult with legal counsel."

GSA received Invoice no. 37261134 in the amount of \$52,102.41 for services from September 18, 2013 through October 17, 2013, including the period when Integrity was notified that GSA had shutdown, that it was to stop work, and that it was not providing services to GSA under the contract. This invoice was mistakenly paid in full by GSA when it should have been reduced by twelve working days, an overpayment of \$34,764.48.

Additionally, Integrity employee Doris Williams was assigned to the GSA contract as an acquisition specialist. Twice while assigned to that contract, Ms. Williams exercised her rights to FMLA medical leave and was absent from work. Integrity informed GSA that Ms. Williams would be absent during those time periods but did not inform GSA that it intended to continue billing for her services during her absence, leading to an overpayment of \$110,036.48.

On March 31, 2014, Integrity wrote to GSA Contracting Officer Cynthia Beckett in response to GSA's suggestion that Integrity repay the requested \$165,620.32.<sup>1</sup> Integrity

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<sup>1</sup> In its letter, Integrity referred to a March 5, 2014, meeting where GSA apparently requested \$143,983.84 for Ms. Williams's FMLA leave and \$21,636.48 for the period of the Government shutdown. On April 14, 2014, GSA requested, in writing, \$110,036.48 for Ms. Williams's FMLA leave and \$34,764.48 for the period of the Government shutdown.

stated that, because the contract was executed on the basis of a Firm-Fixed Price, Integrity bore the risk for all costs and was to be paid strictly based on Firm-Fixed Price prices stated in the contract and not hours incurred in performing the contract. Integrity argued that the Government shutdown preventing Integrity from working on the Government site did not provide a basis for GSA to recoup payments.

On April 14, 2014, Ms. Beckett sent a final decision to Integrity, requesting the overpaid amount of \$144,800.96. The decision stated that Integrity could appeal the decision to the Civilian Board of Contract Appeals (CBCA). On June 30, 2014, Integrity filed a complaint against GSA with the CBCA, stating that GSA wrongfully demanded payment.

On September 30, 2014, GSA responded to the complaint filed by Integrity with the CBCA. GSA stated that, during the time period at issue, Integrity was allegedly billing GSA for work that Integrity was supposed to be performing on GSA's contract, but was actually performing on a U.S. Department of Defense (DoD) contract. GSA also stated that notwithstanding its firm-fixed price contract, Integrity did not fulfill all of the requirements of the contract as it failed to provide the requisite labor hours or properly staff the contract. Integrity did not perform any work for GSA during the Government shutdown, but still billed GSA for the shutdown period.

Before I make any determination about taking administrative action to protect the Federal Government on the basis of the information summarized above, I am giving Integrity Management Consulting, Inc., twenty-one (21) days from receipt of this letter to provide me with information and argument specifying why Integrity Management Consulting, Inc., should be permitted to continue to contract with the Federal Government.

Any written information submitted by Integrity Management Consulting, Inc. or by the Federal Government will become part of the administrative record, a copy of which will be furnished upon request.

Any communication regarding this matter should be directed to Rachel Murdock at 202-501-1853, or by e-mail at [rachel.murdock@gsa.gov](mailto:rachel.murdock@gsa.gov). Written submissions should be sent to the above e-mail address. If you do not have e-mail access, you may forward a written submission to Rachel Murdock's attention at Suspension & Debarment Division (MVAB), Office of Government-wide Policy (M), U.S. General Services Administration, 1800 F Street, NW, Room 2232, Washington, DC 20405. Any information submitted will become part of the official administrative record.

Sincerely,

**(b) (6)**

Maria C. Swaby  
Suspension and Debarment Official

**From:** [Marc Klein](#)  
**To:** [Linda Baker](#)  
**Cc:** [Wesley Grant](#); [Tatyana Eisenhower](#); [Kevin Hilferty](#)  
**Subject:** Please set up 3107-... for those charging to due to Govt Shutdown  
**Date:** Thursday, October 10, 2013 9:02:33 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)

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You can pick an appropriate 3 digit task number. This is for Clarence, Erica, and Doris Williams.

Thanks!

Marc

**Marc Klein**

Chief Financial Officer



(v) 703-349-3394 x1065

(f) 703-232-1745

[www.consultwithintegrity.com](http://www.consultwithintegrity.com)

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**From:** [Marc Klein](#)  
**To:** [Clarence Pittman](#); [Erica Pelham](#); [Doris Williams](#)  
**Cc:** [Linda Baker](#); [John Rumbaugh](#); [Tony Villamor](#); [Mark Kulungowski](#); [John Coombs](#)  
**Subject:** RE: New Assignment(s) 3107-199 Have Been Added  
**Date:** Thursday, October 10, 2013 5:44:57 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)

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Erica/Doris/Clarence,

We've decided to add an additional charge number for you while you support the IPO program during the shutdown. Please move all of your time charges for work supporting the IPO program to the new number 3107-199. Please let Linda know if you have any problems.

You may use the following for a change reason when prompted: "New charge number established for support during shutdown period"

**Marc Klein**

Chief Financial Officer



(v) 703-349-3394 x1065

(f) 703-232-1745

[www.consultwithintegrity.com](http://www.consultwithintegrity.com)

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-----Original Message-----

From: LBaker@integritymc.com [mailto:LBaker@integritymc.com]

Sent: Thursday, October 10, 2013 11:31 AM

To: Erica Pelham

Cc: Linda Baker; Marc Klein

Subject: New Assignment(s) For Erica Pelham (epelham) For 01-02-OPS-HS-IPO 3107-199 Have Been Added

The following new assignments for Project: 01-02-OPS-HS-IPO 3107-199 (DoD VA IPO SHUTDOWN) have been added for you:

Task: None

Date Range: 10/1/2013 - 10/31/2014

Budget Hours: Unlimited

<http://time.integritymc.com/unanet>



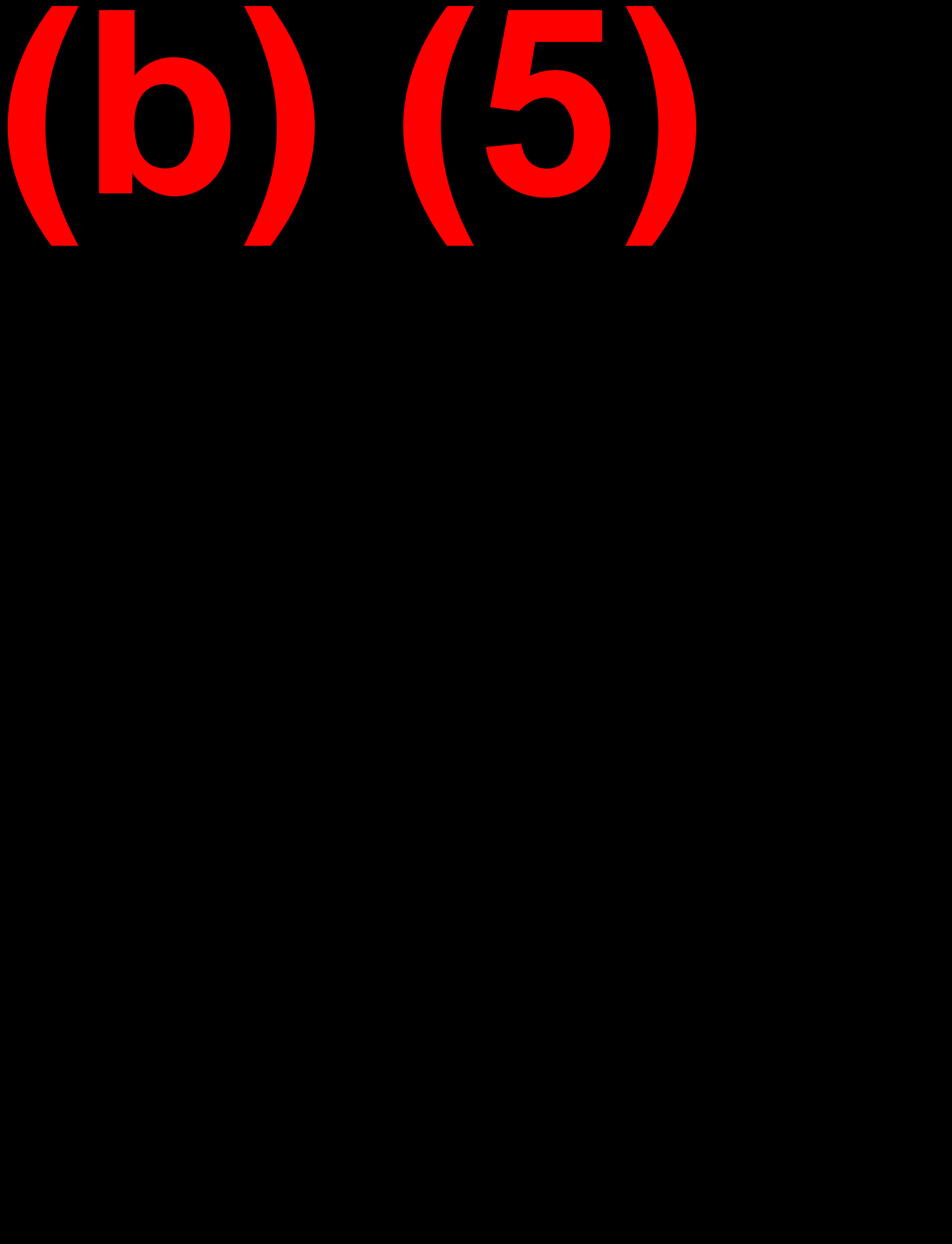
November 12, 2015

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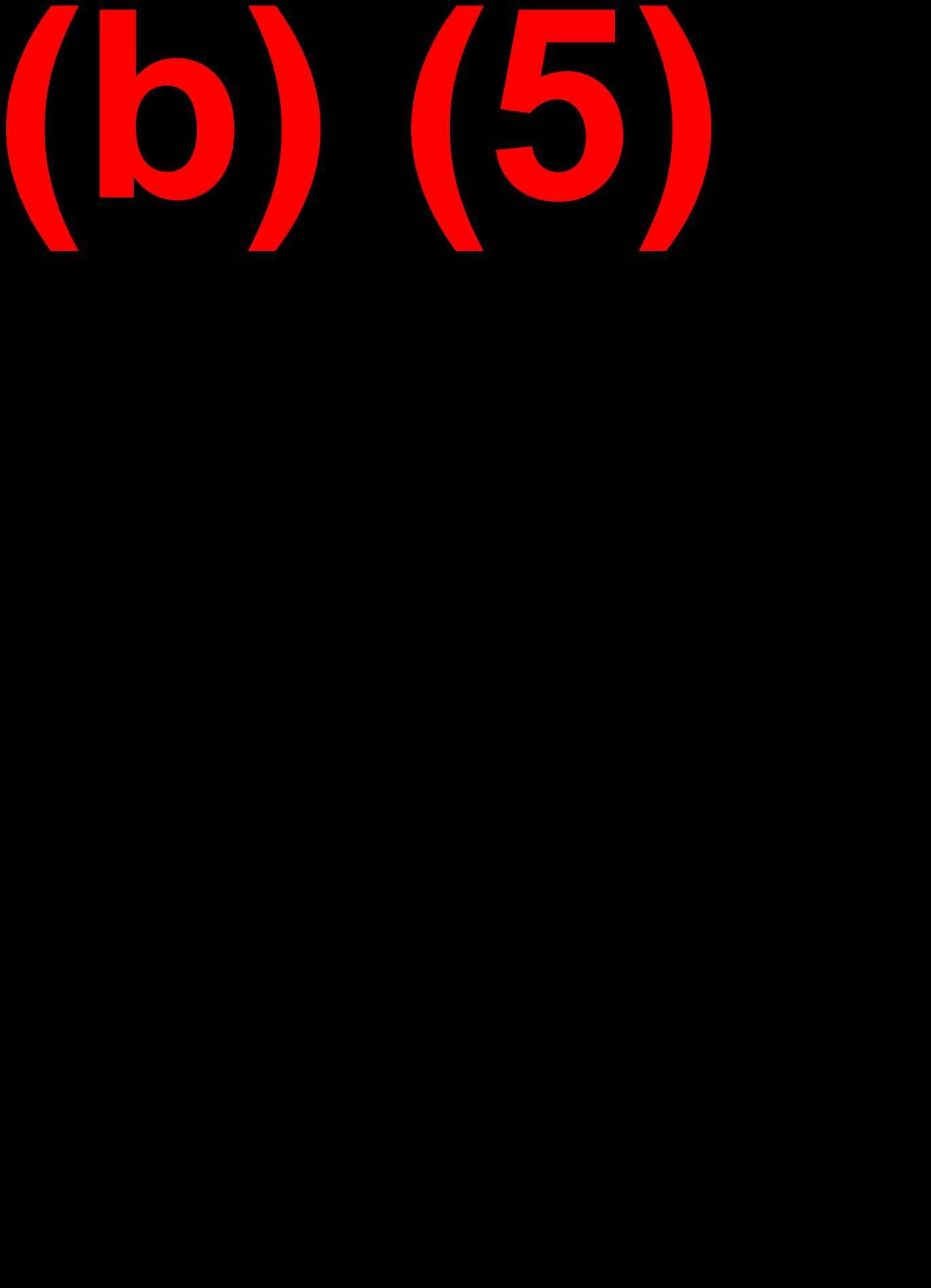
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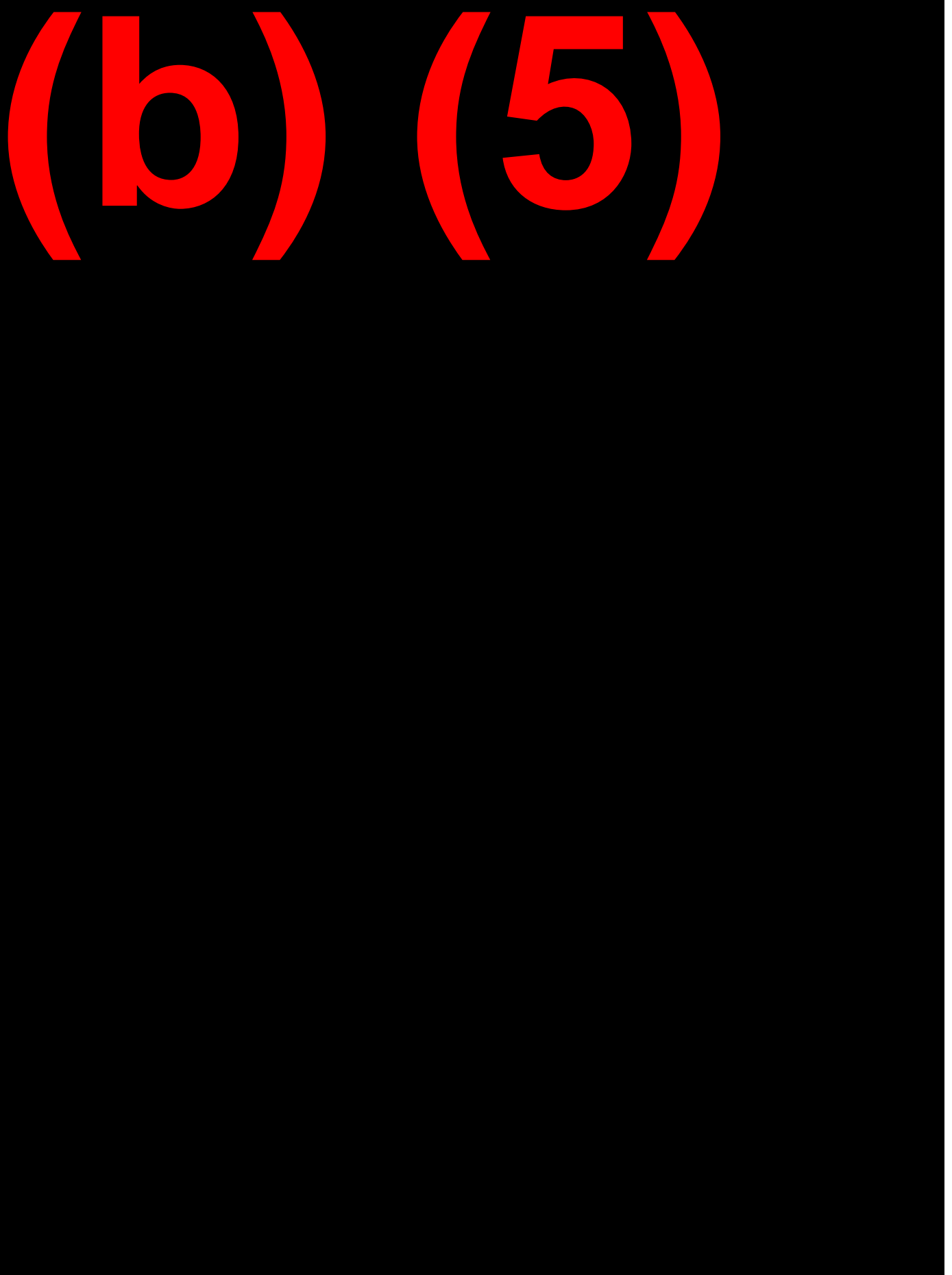
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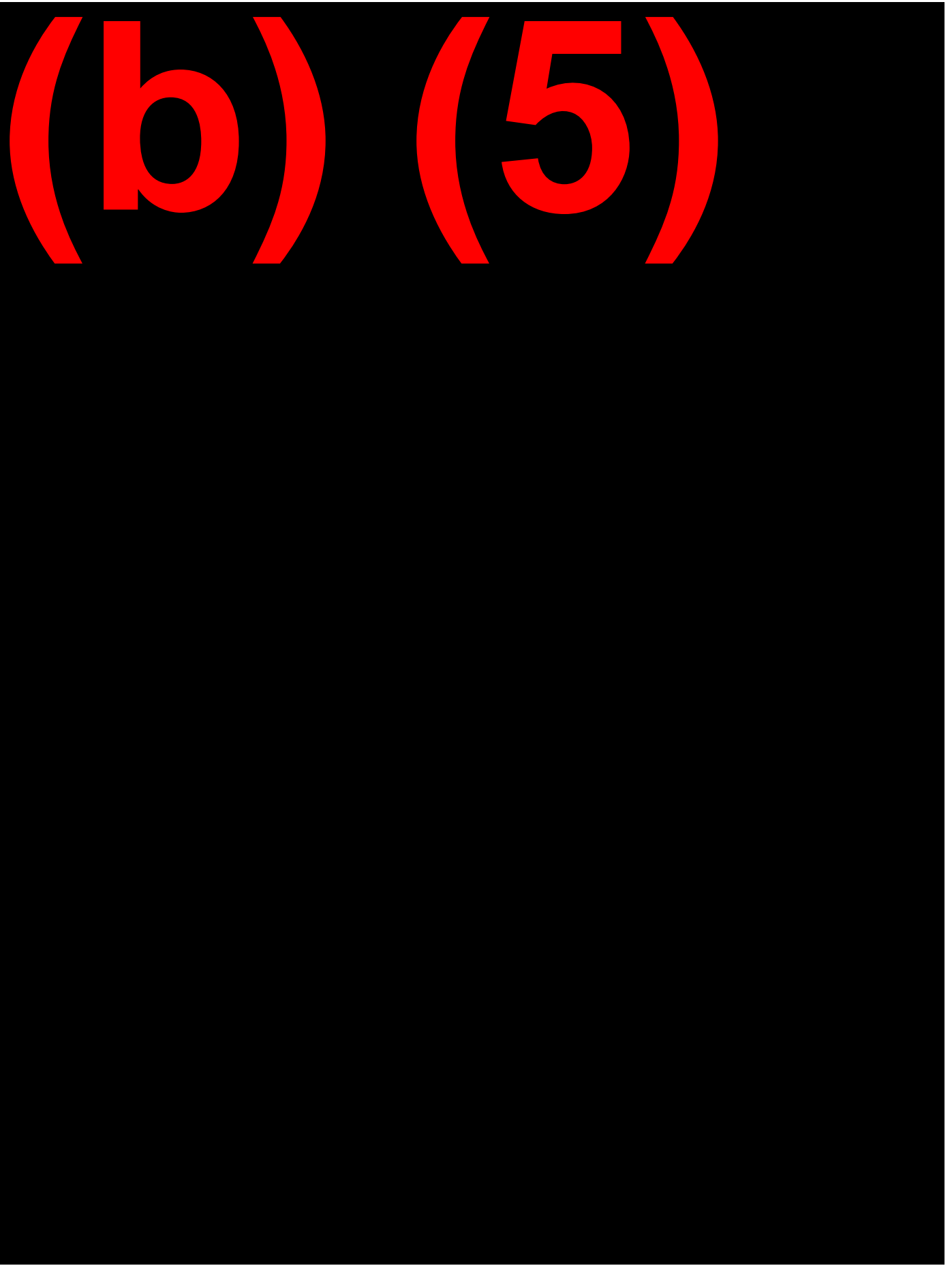
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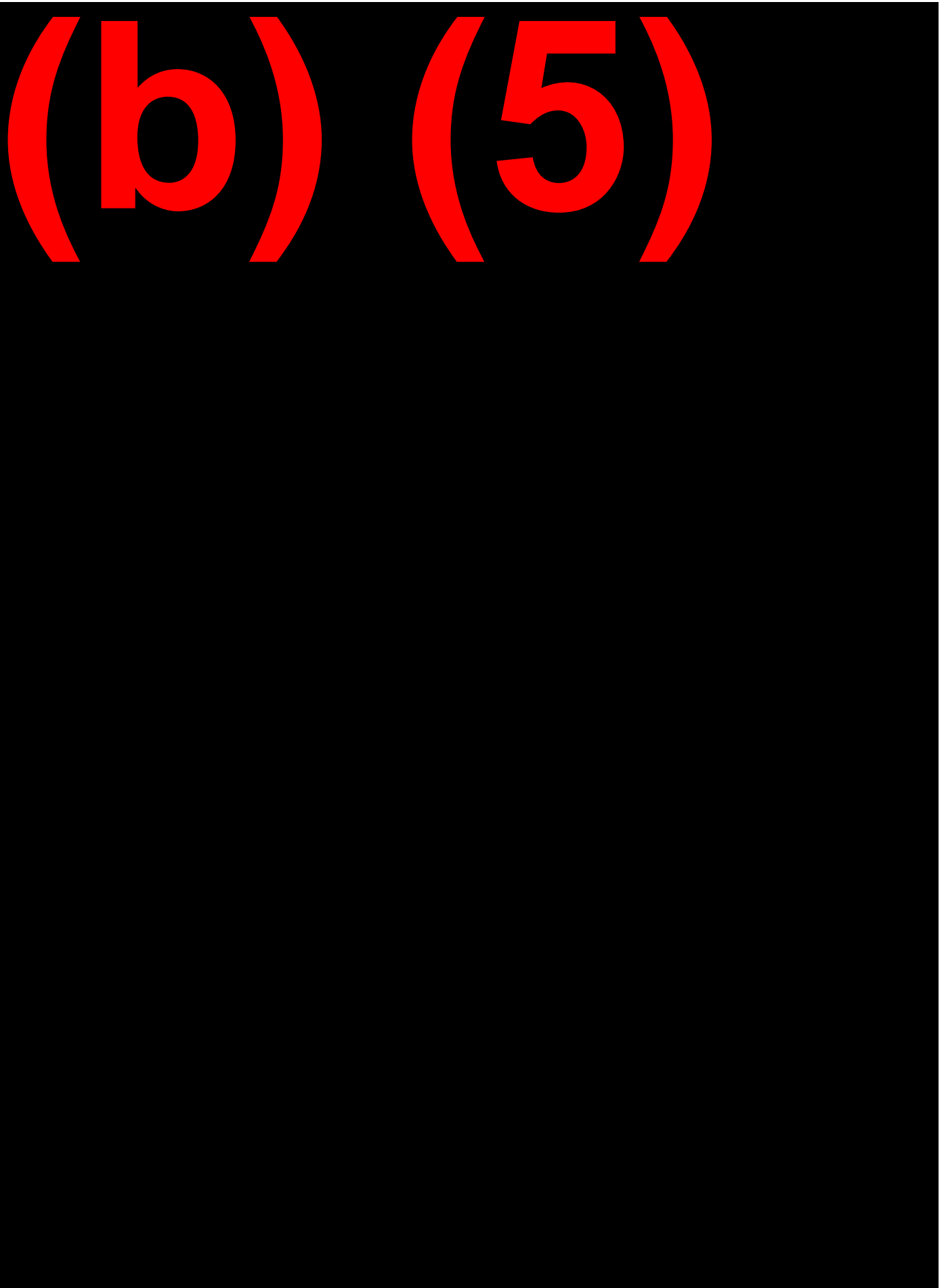
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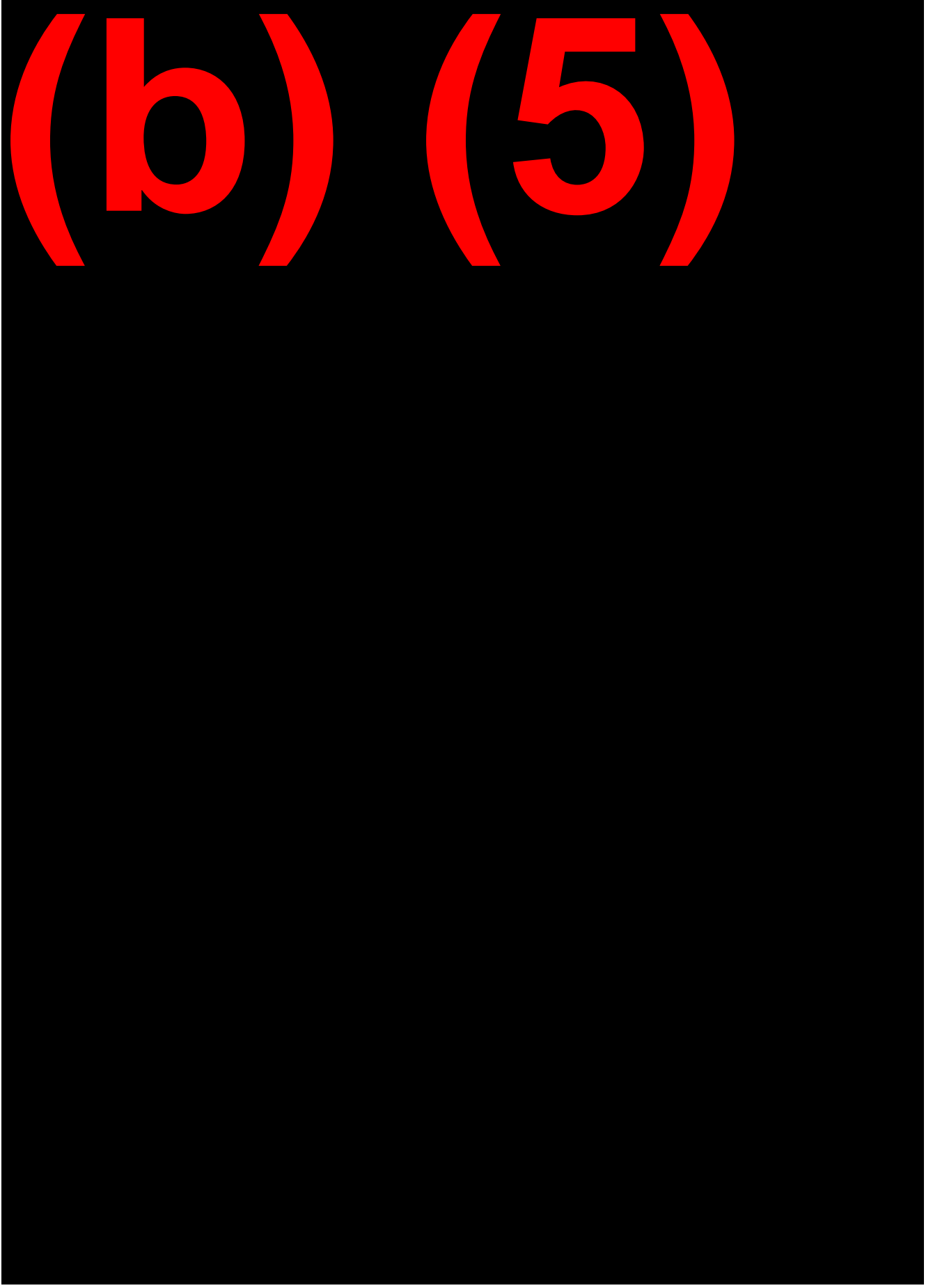


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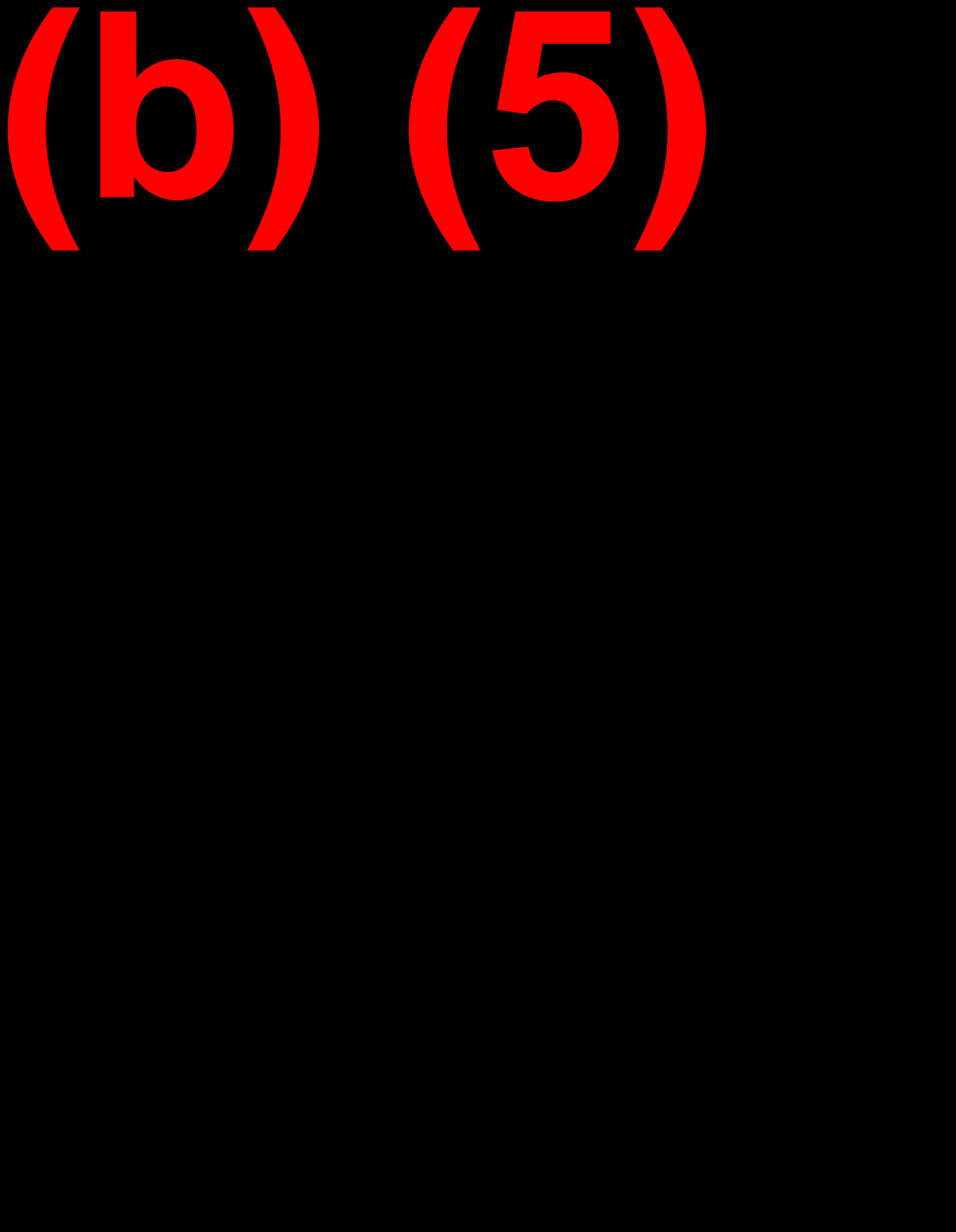


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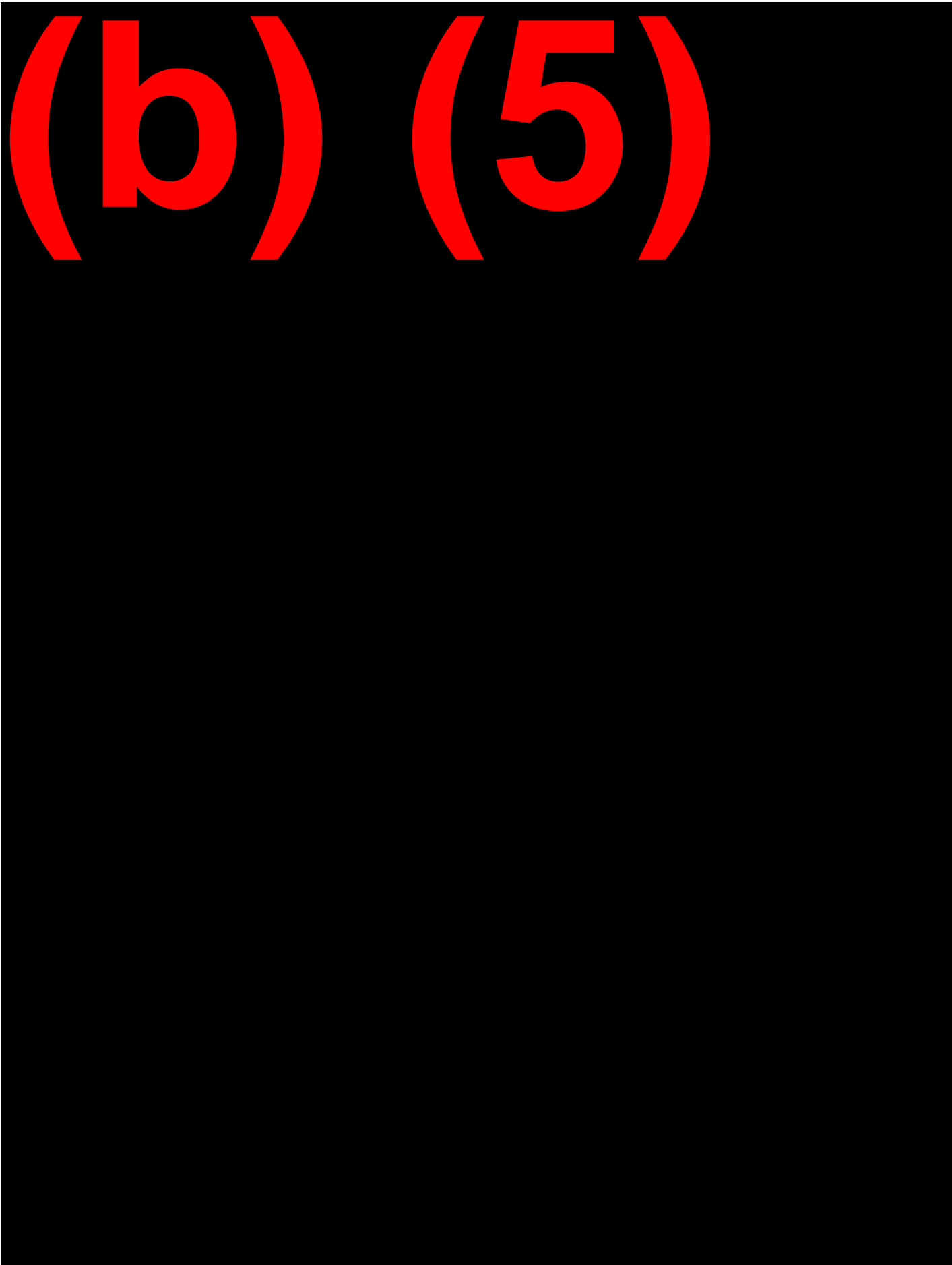
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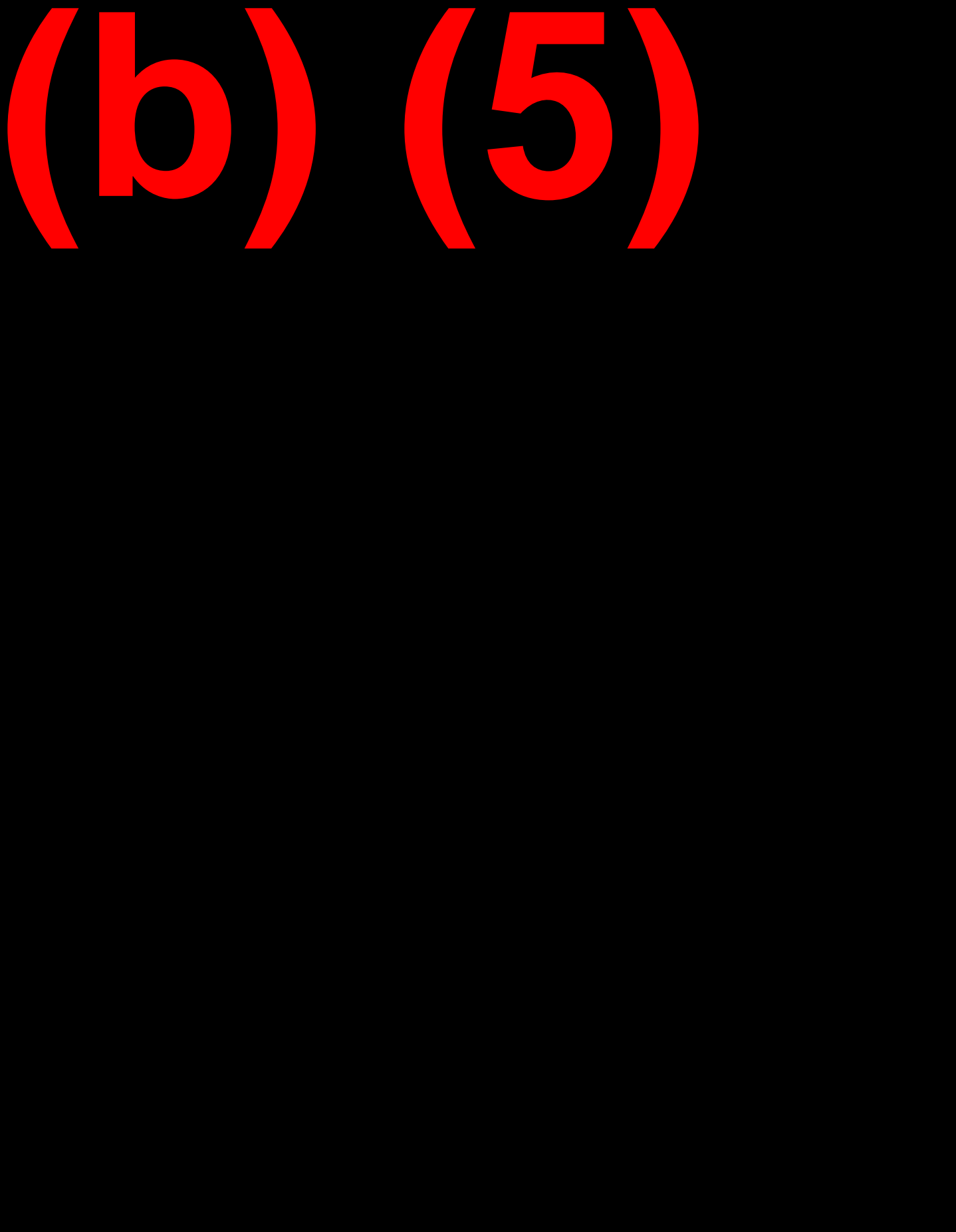


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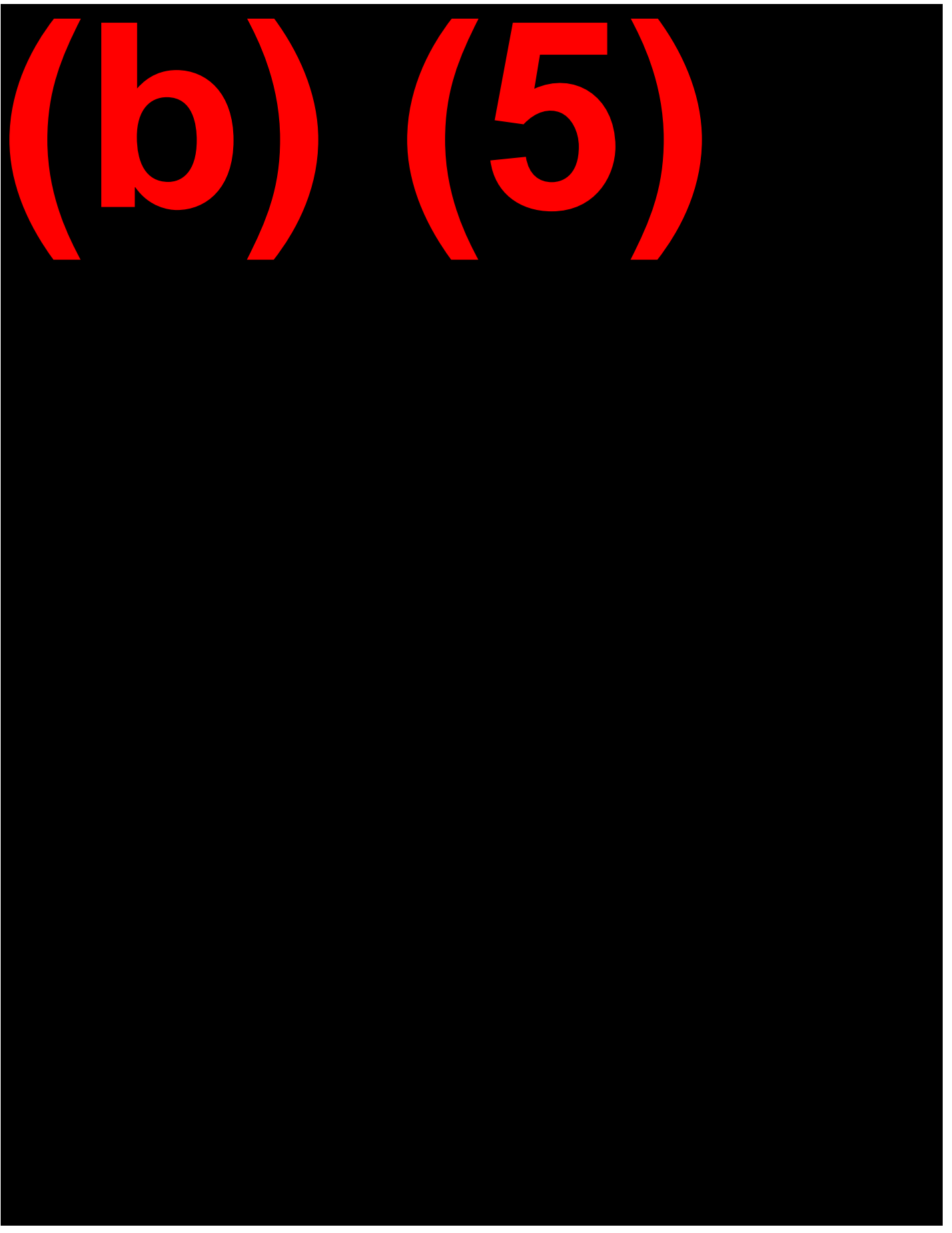


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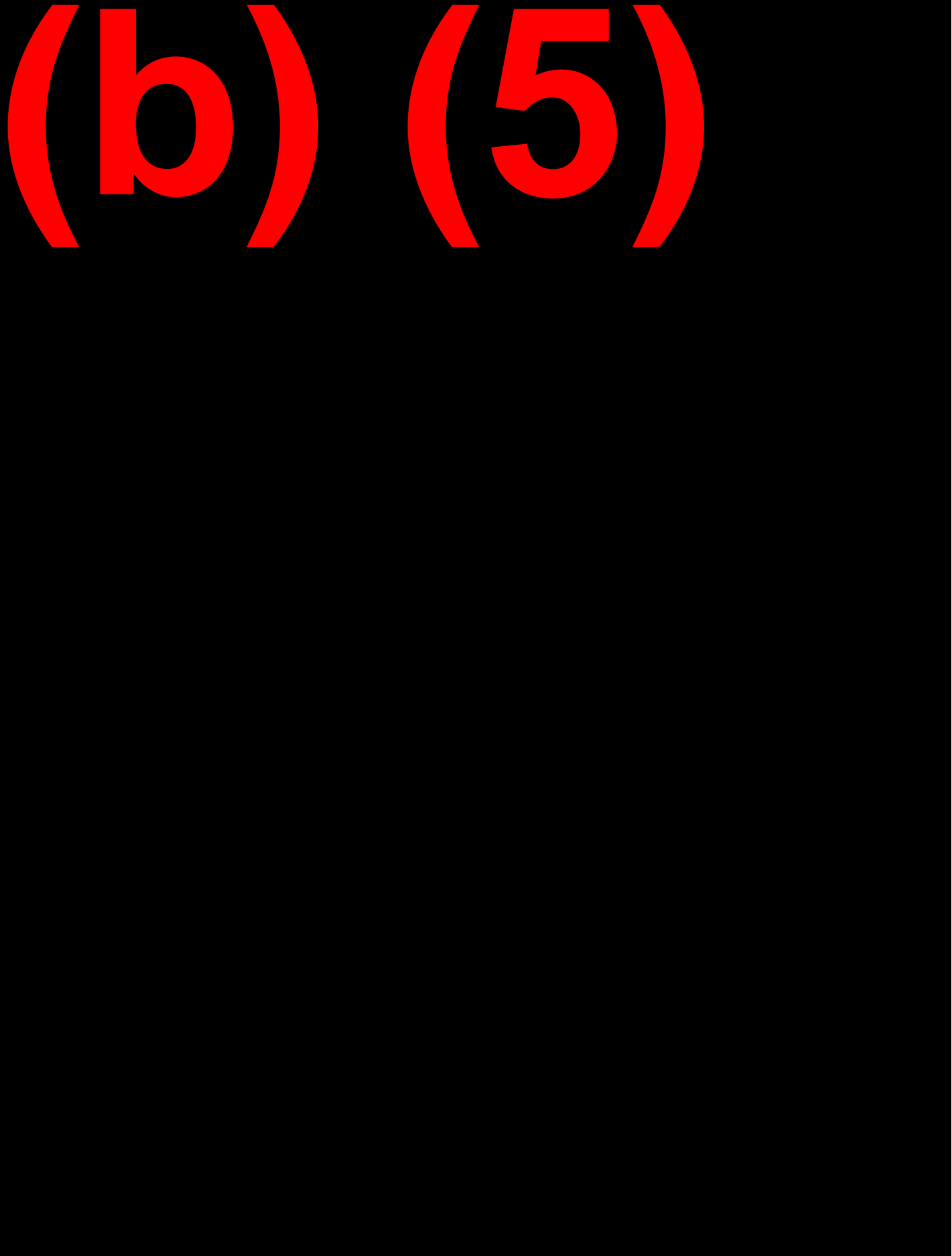


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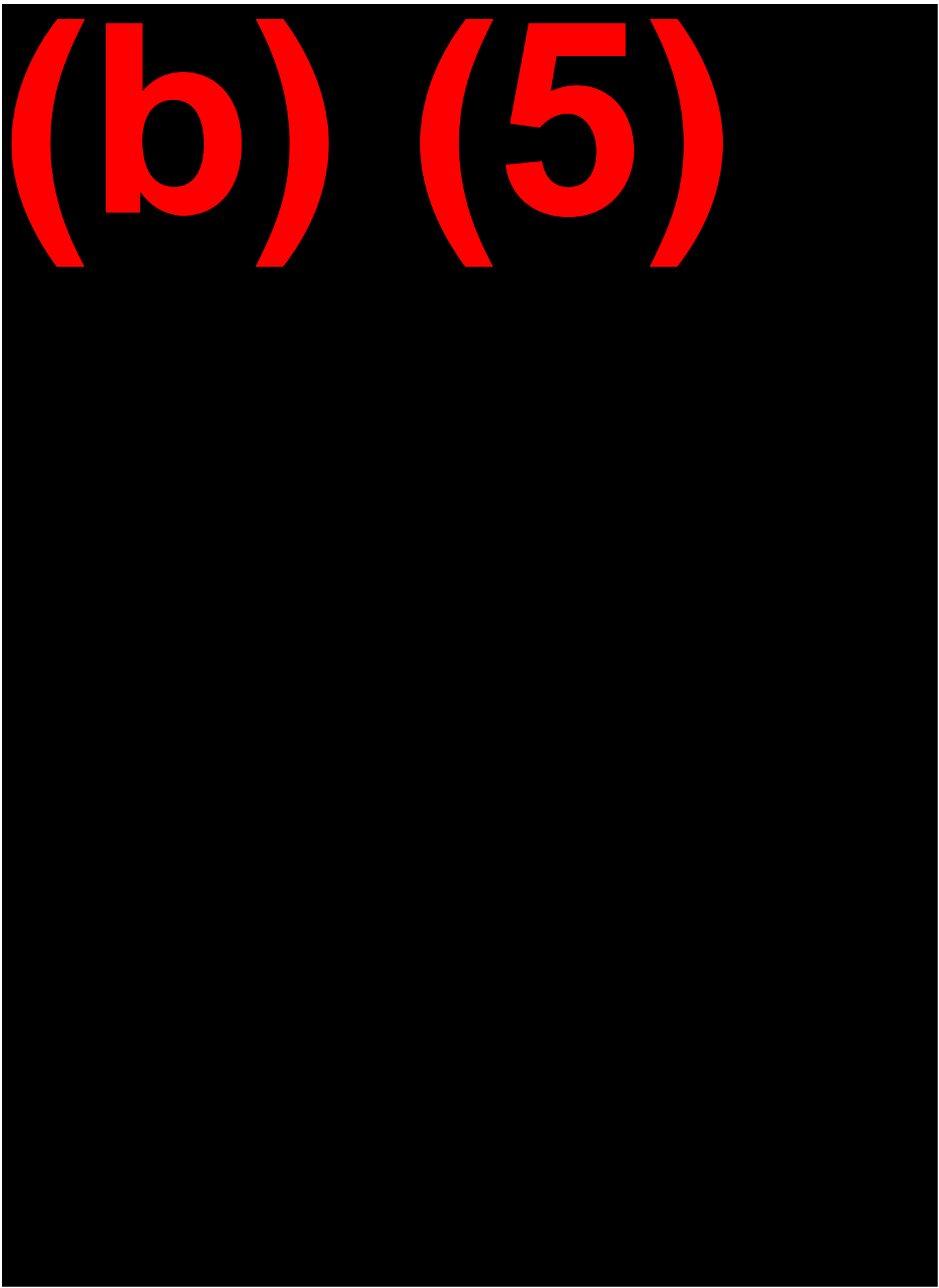
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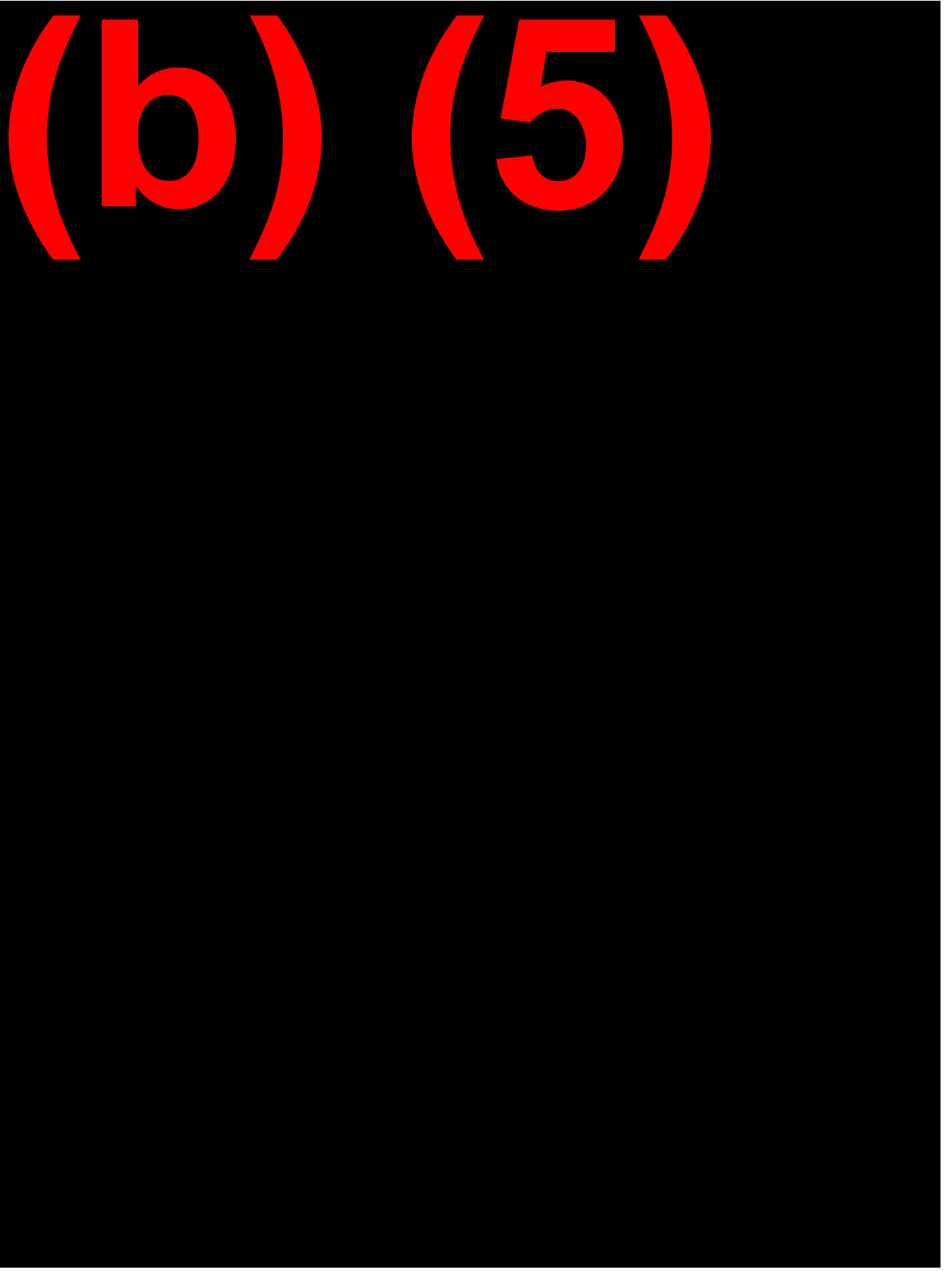


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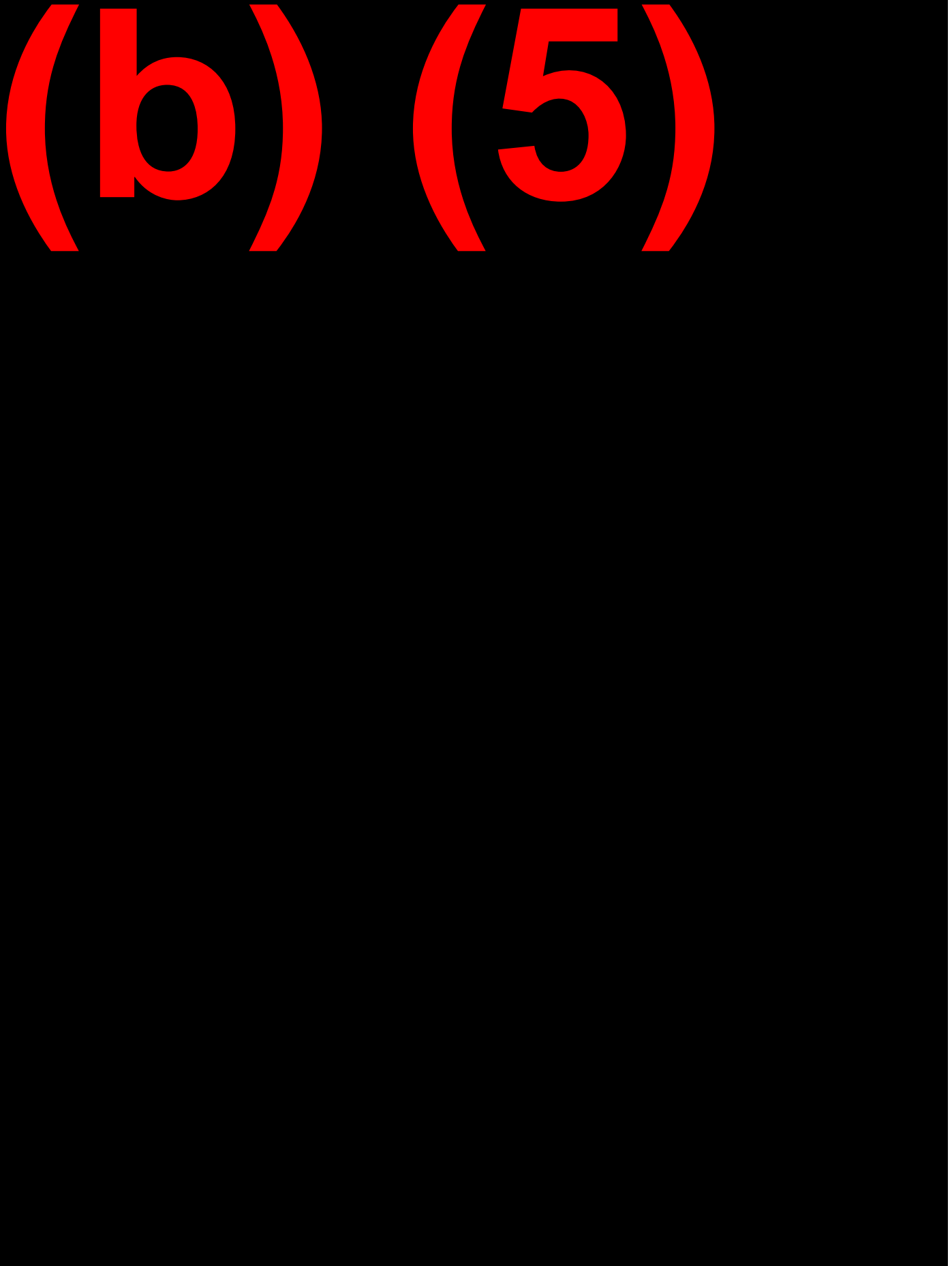




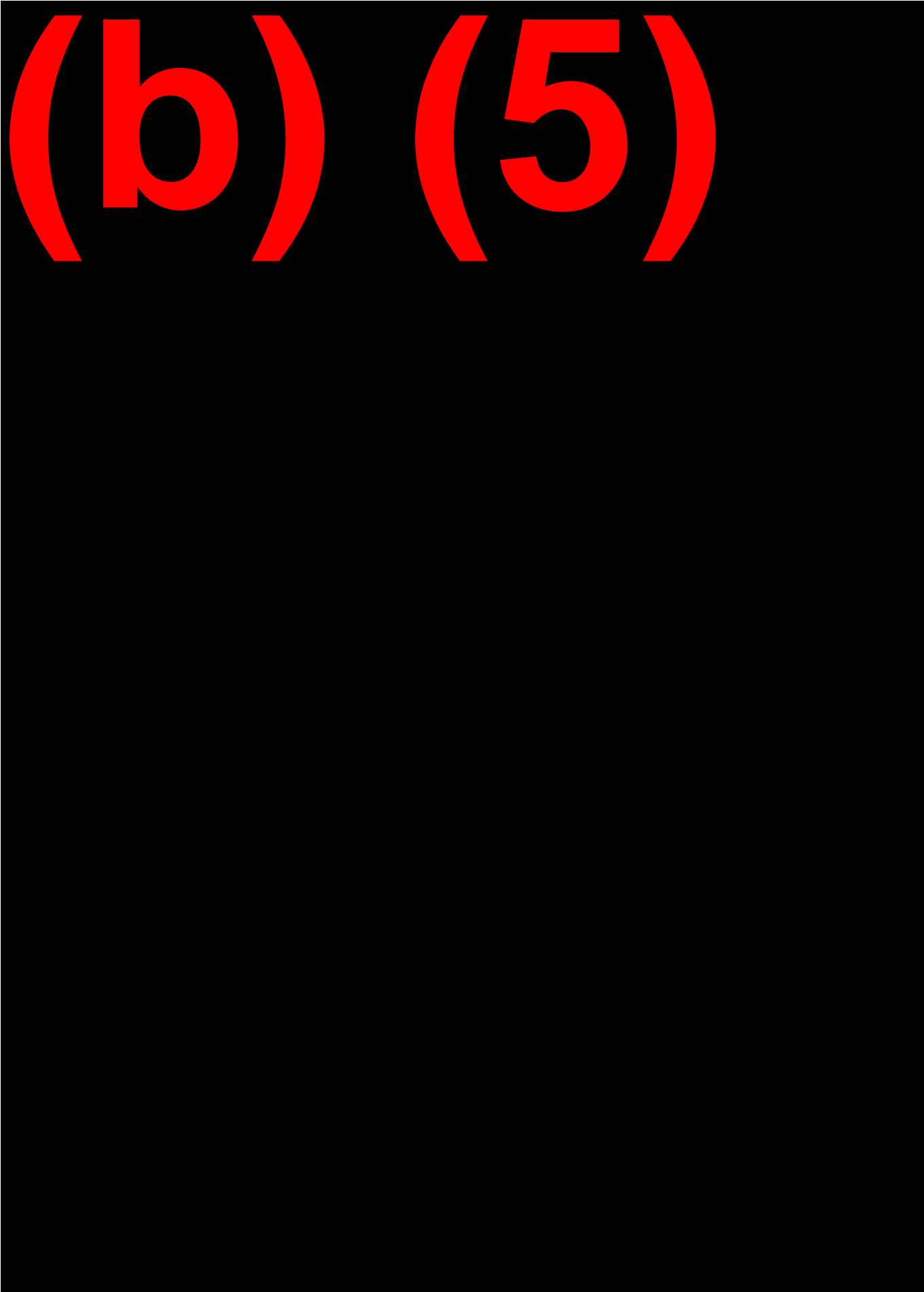
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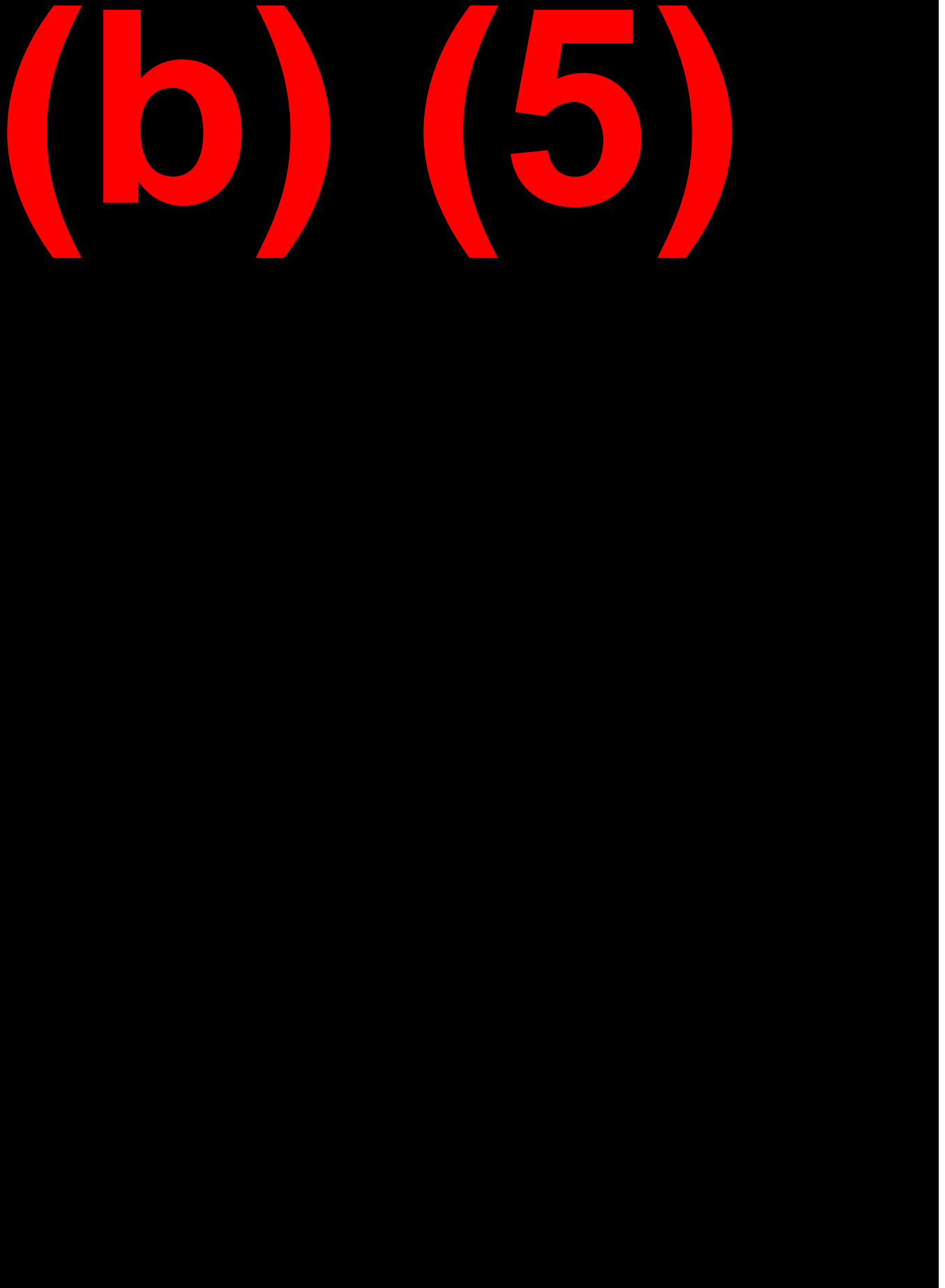
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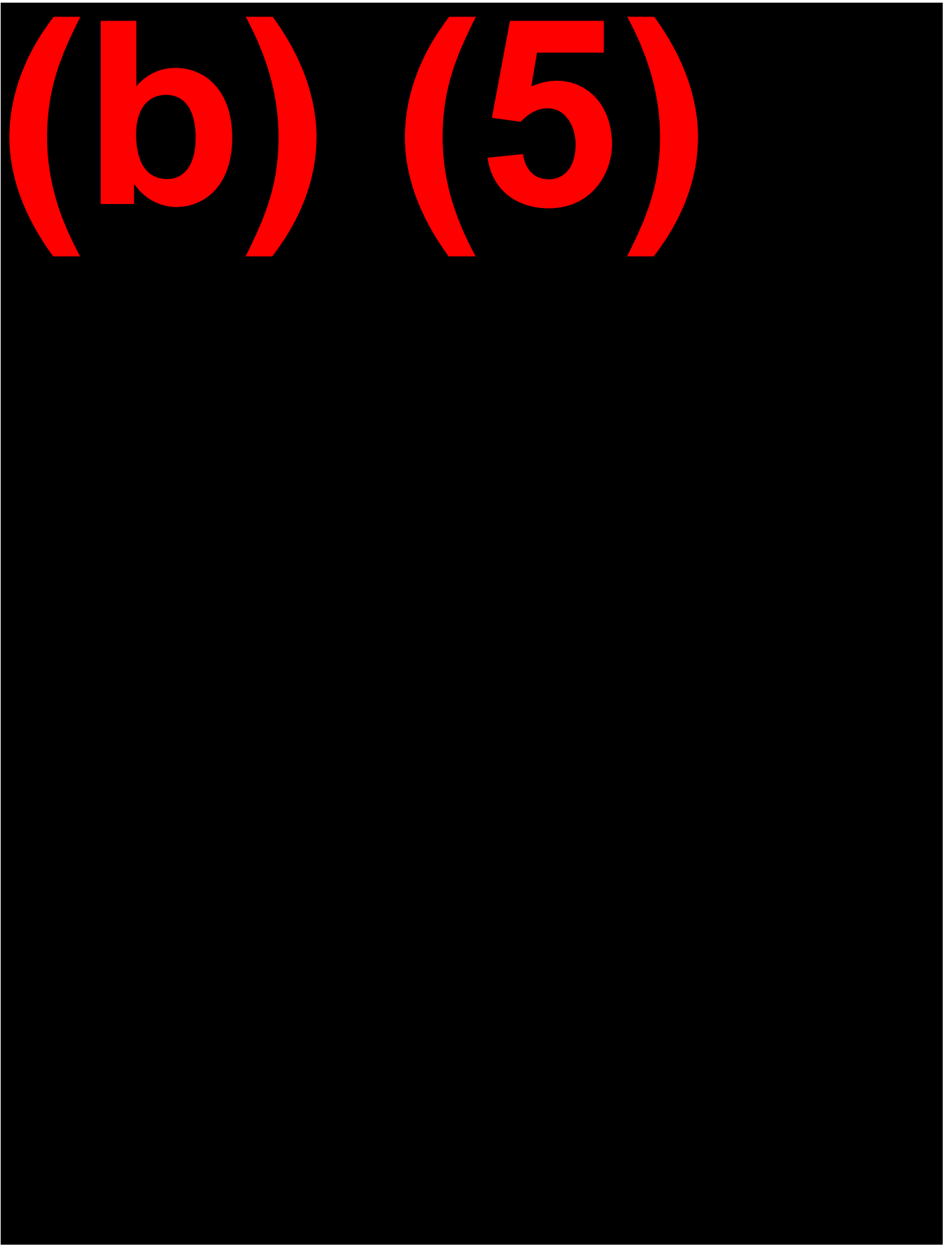
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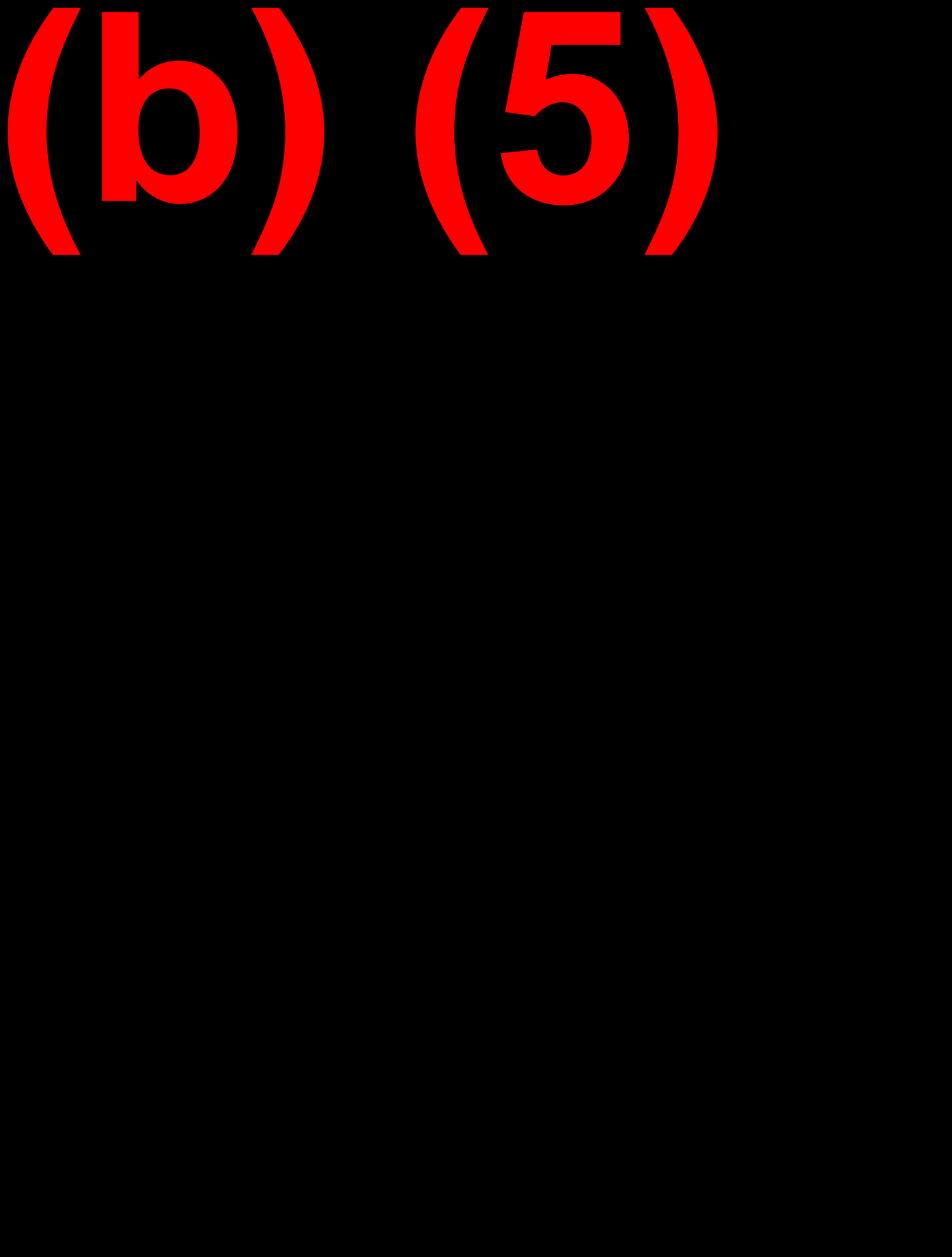
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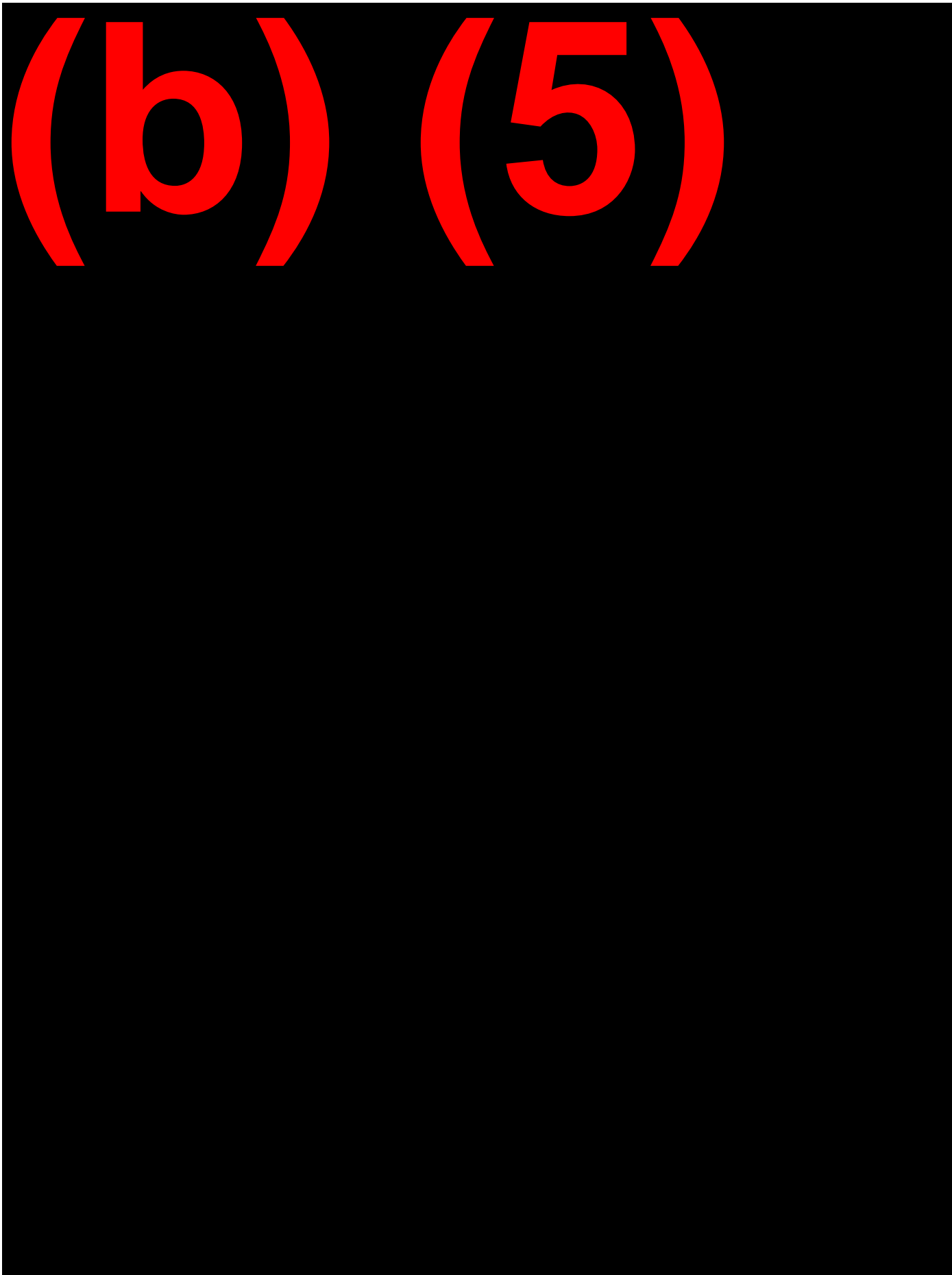
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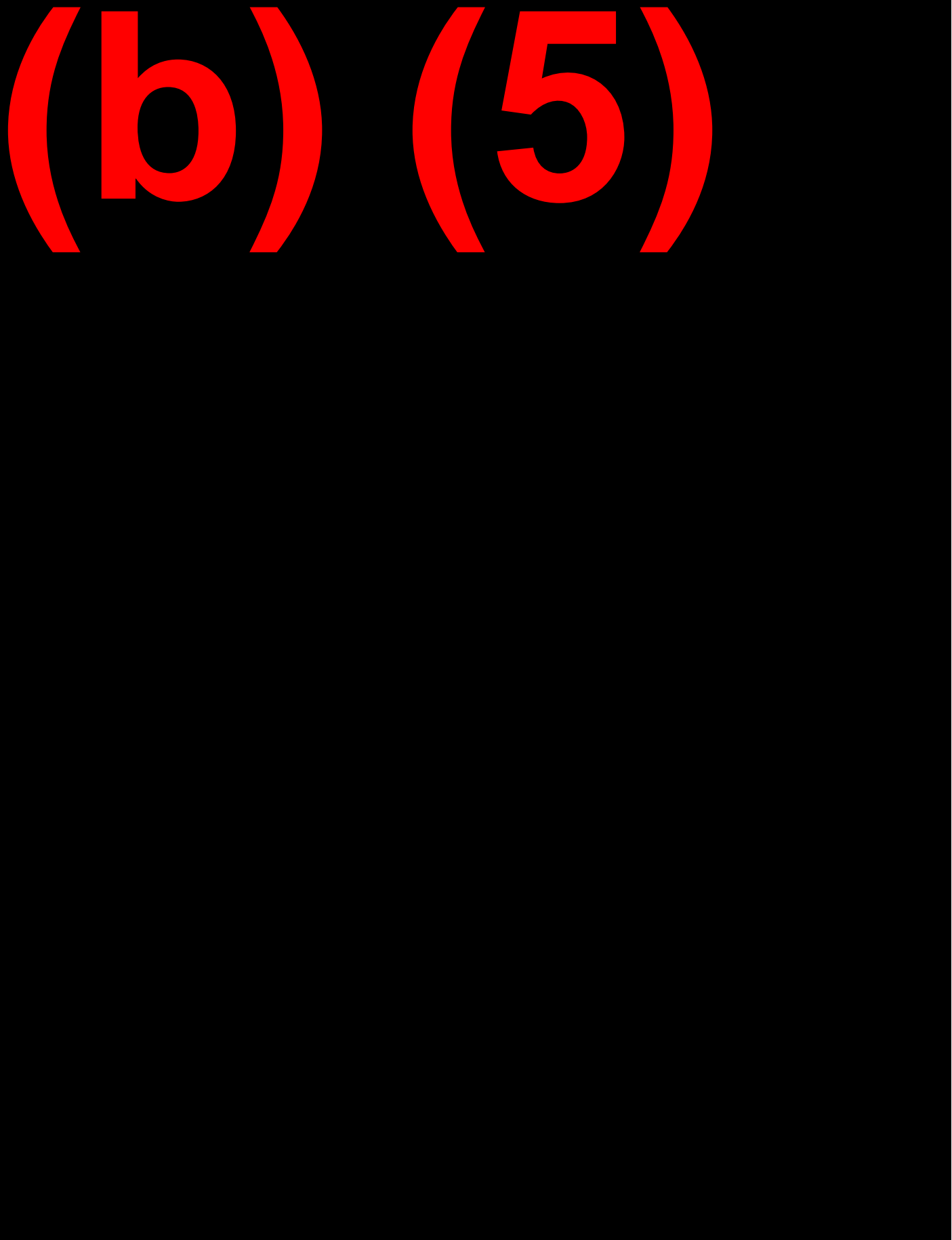
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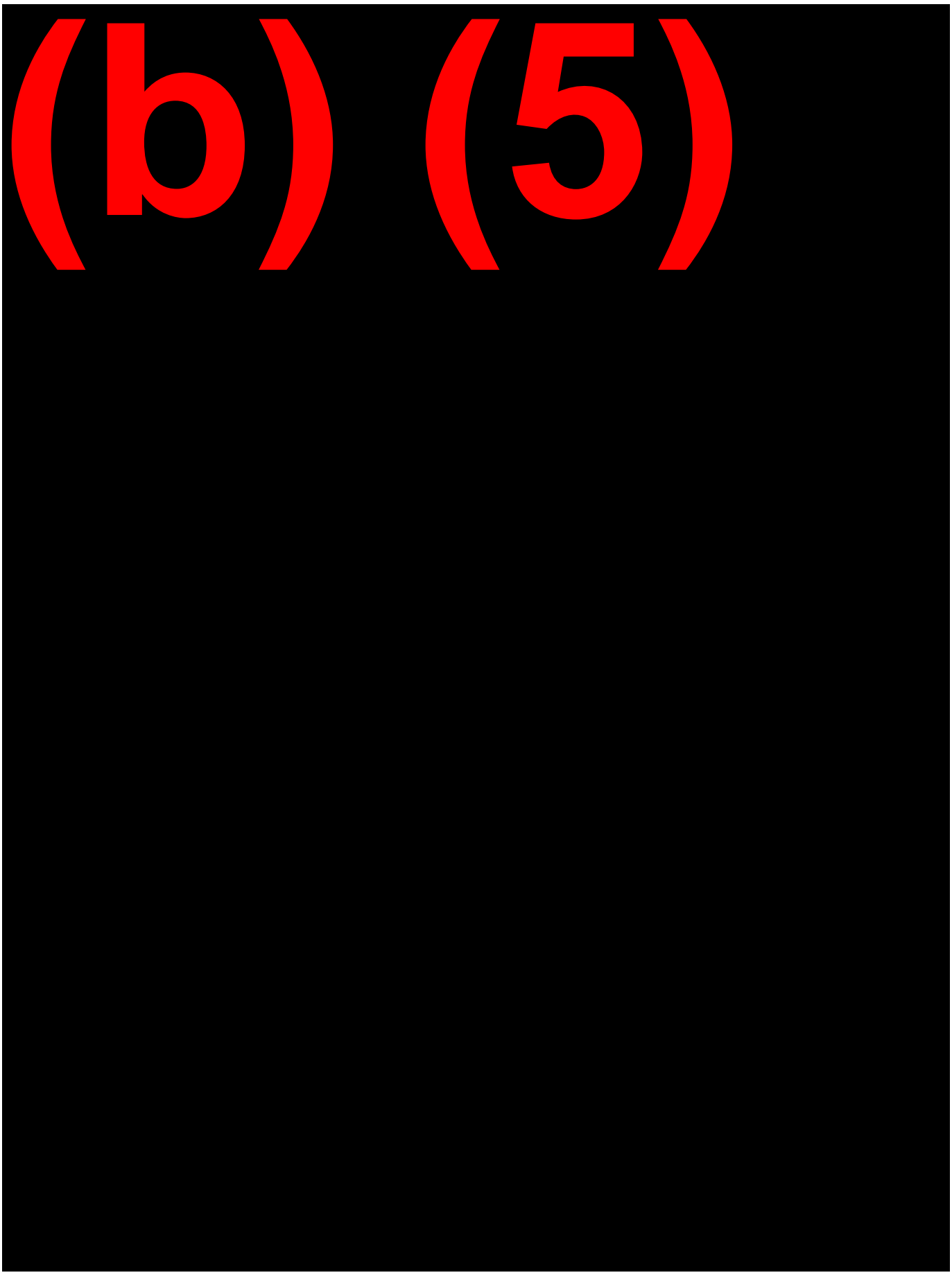




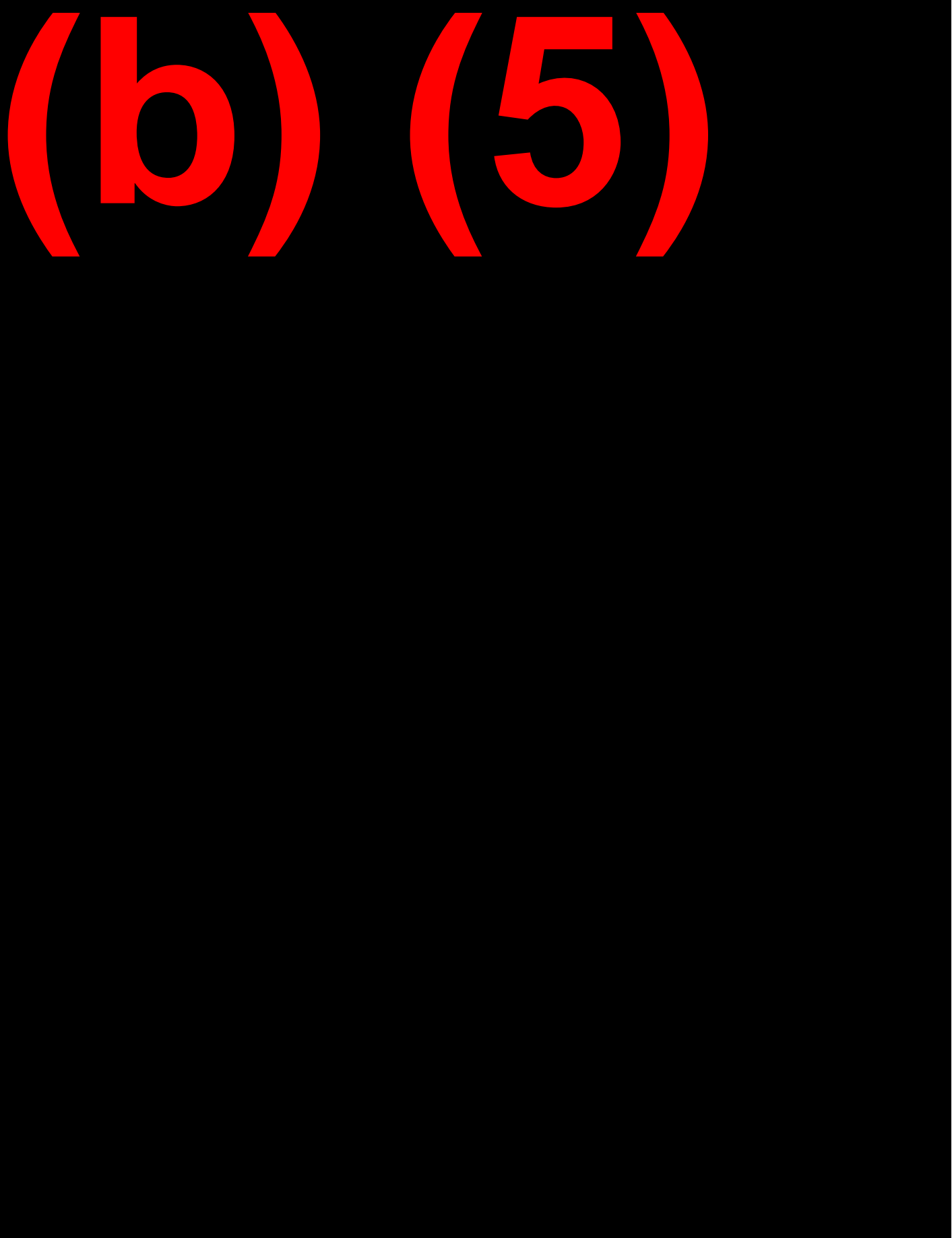
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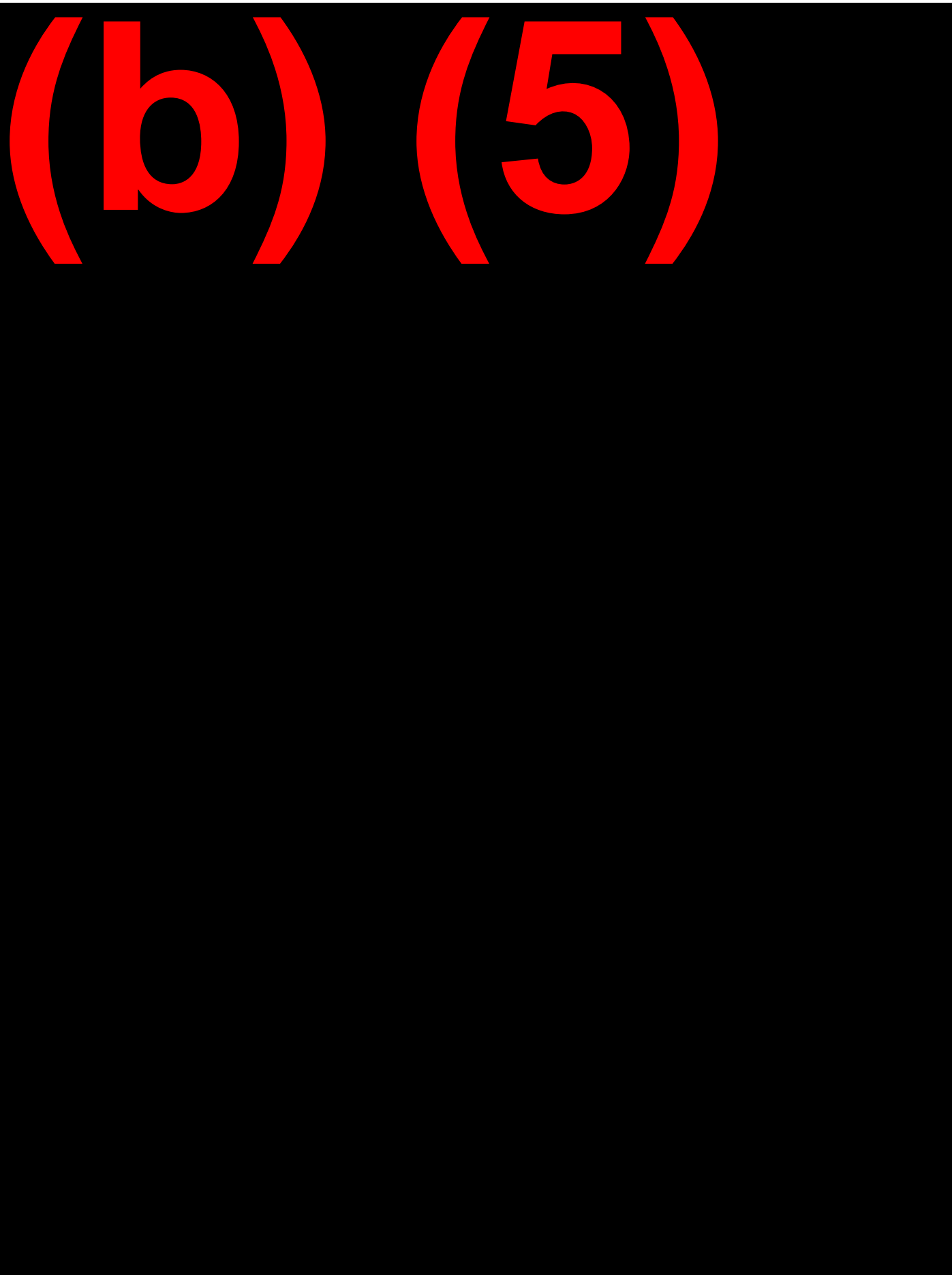
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Respectfully Submitted,

/s/ John S. Tobey

John S. Tobey  
Assistant General Counsel  
john.tobey@gsa.gov  
The U.S. General Services Administration  
Office of General Counsel  
1800 F Street NW  
Washington, DC 20405

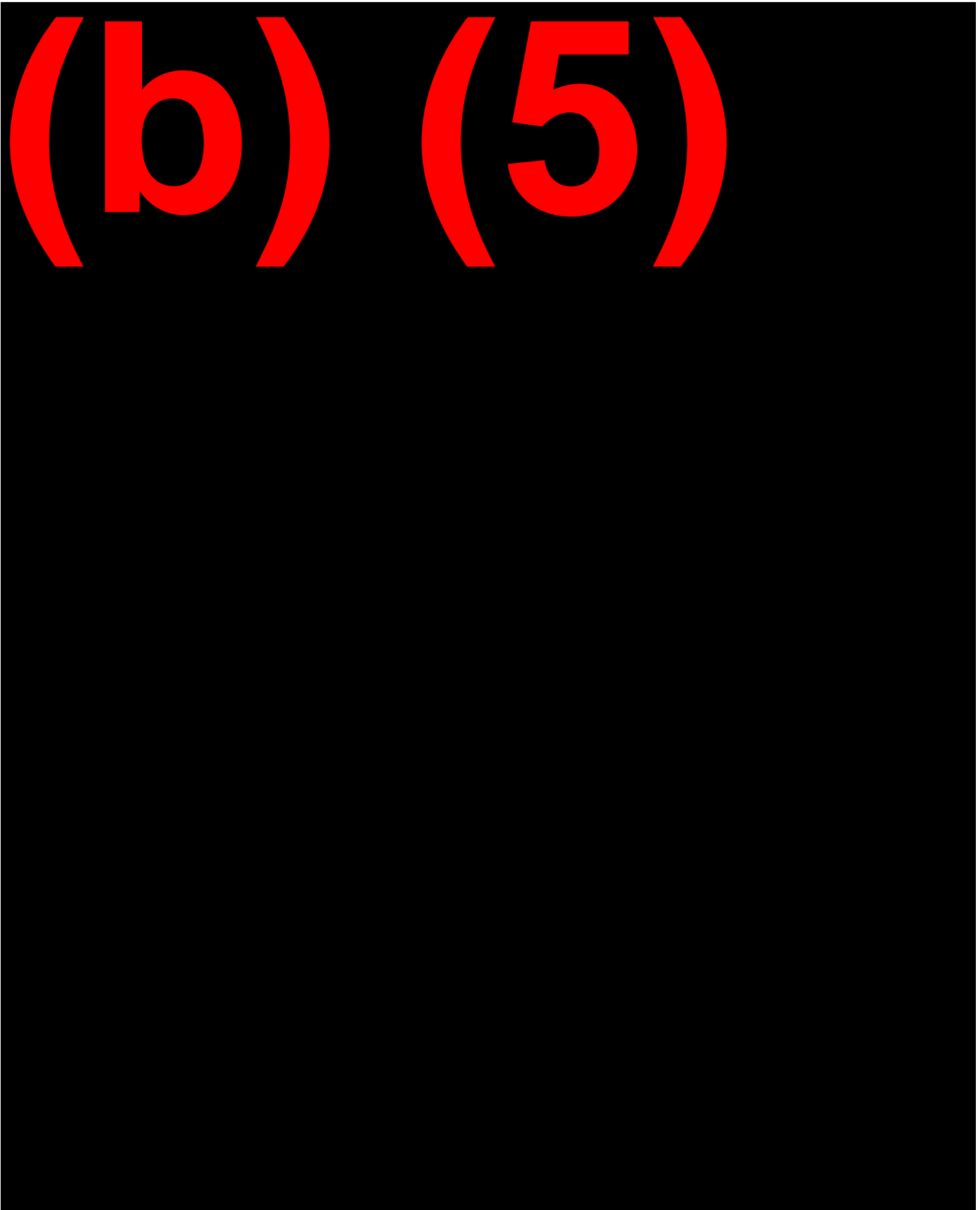
**CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing was served by email on November 12, 2015 upon Alexander B. Ginsberg, Esq. at [alexander.ginsberg@pillsburylaw.com](mailto:alexander.ginsberg@pillsburylaw.com).

/s/ John S. Tobey

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**IMC, Inc.**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**The U.S. General Services, Inc.**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Project Title: OAM Acquisition Support

Document Creation Date: 5/19/2014

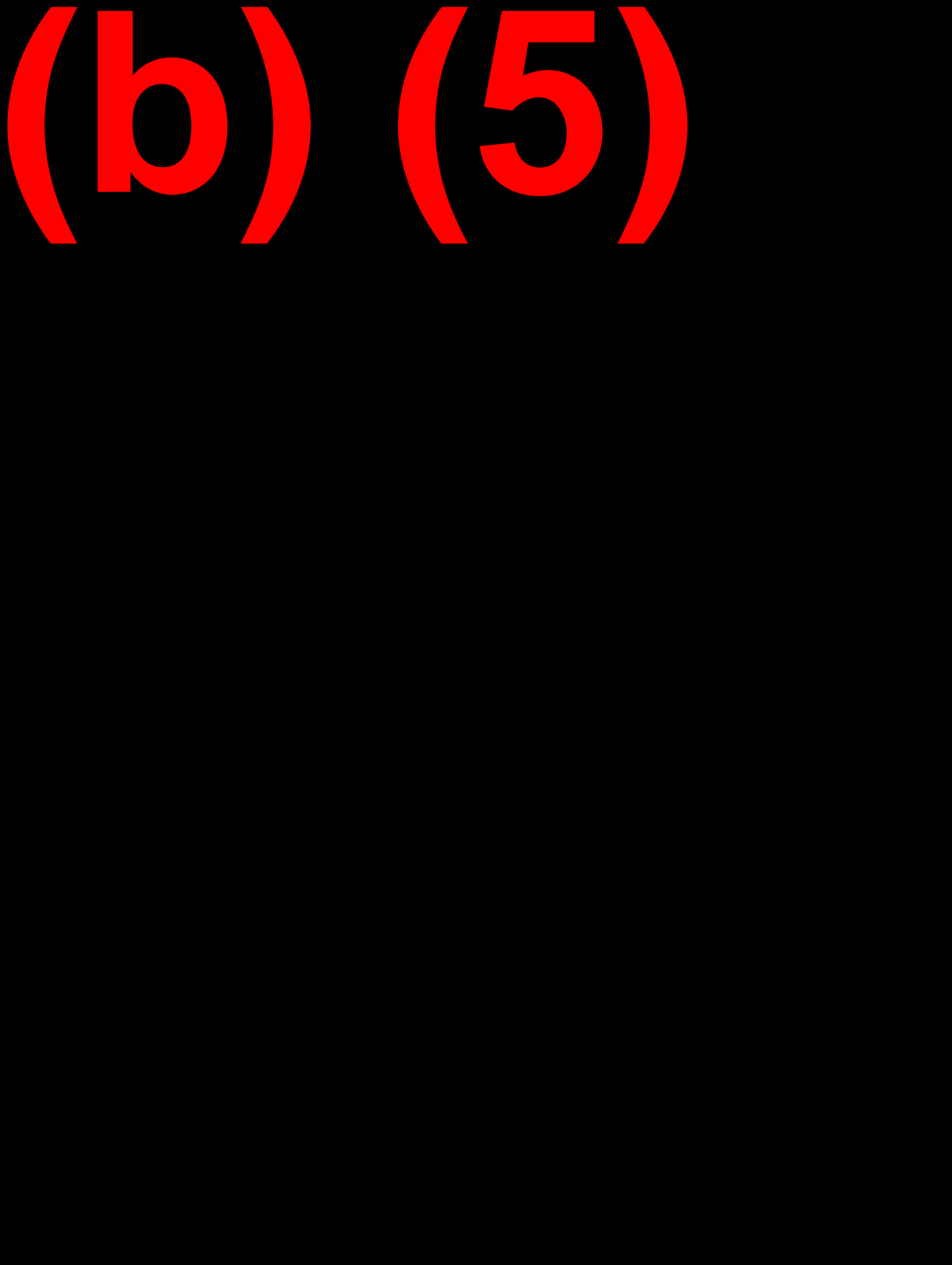
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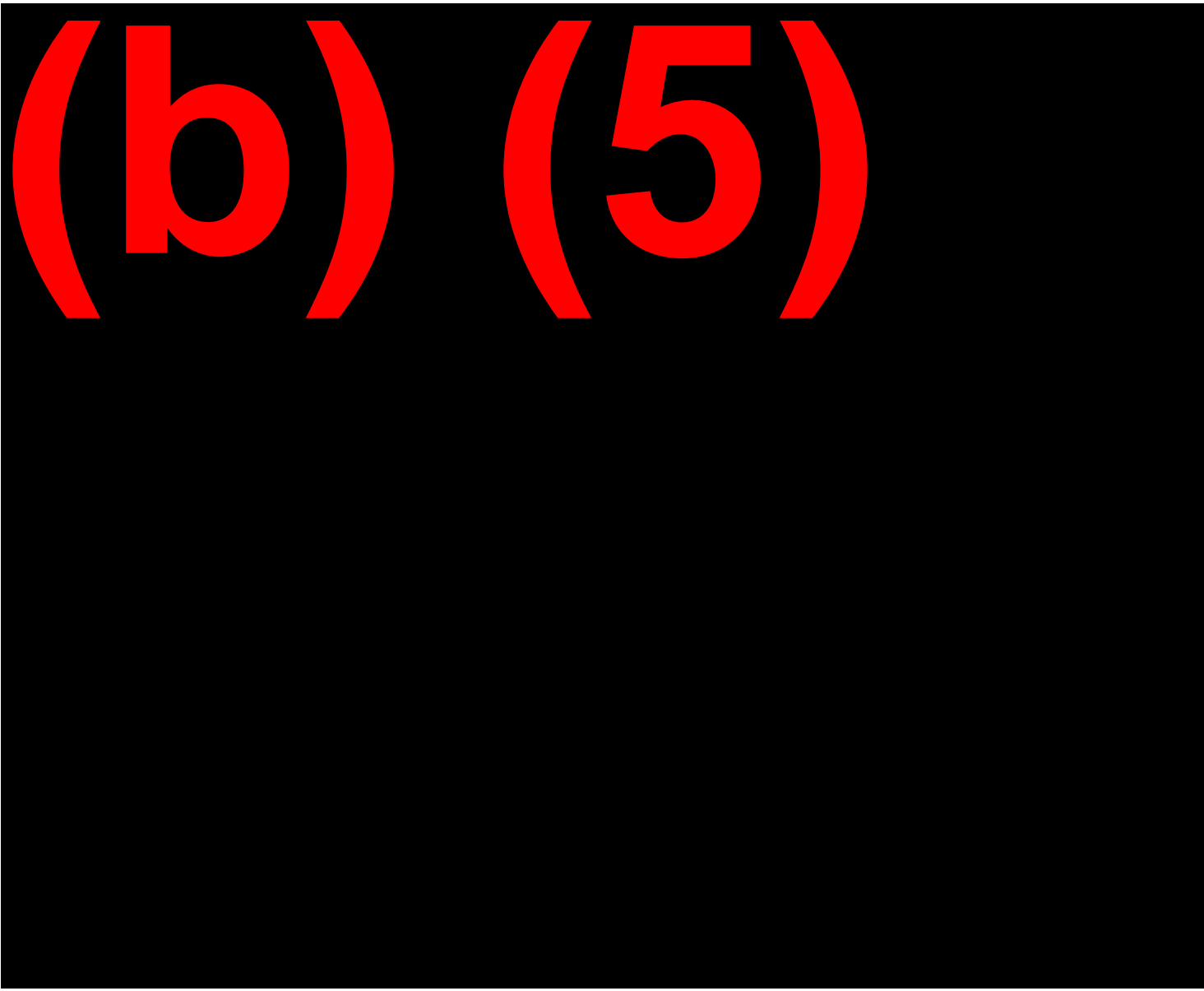
## Acquisition Plan

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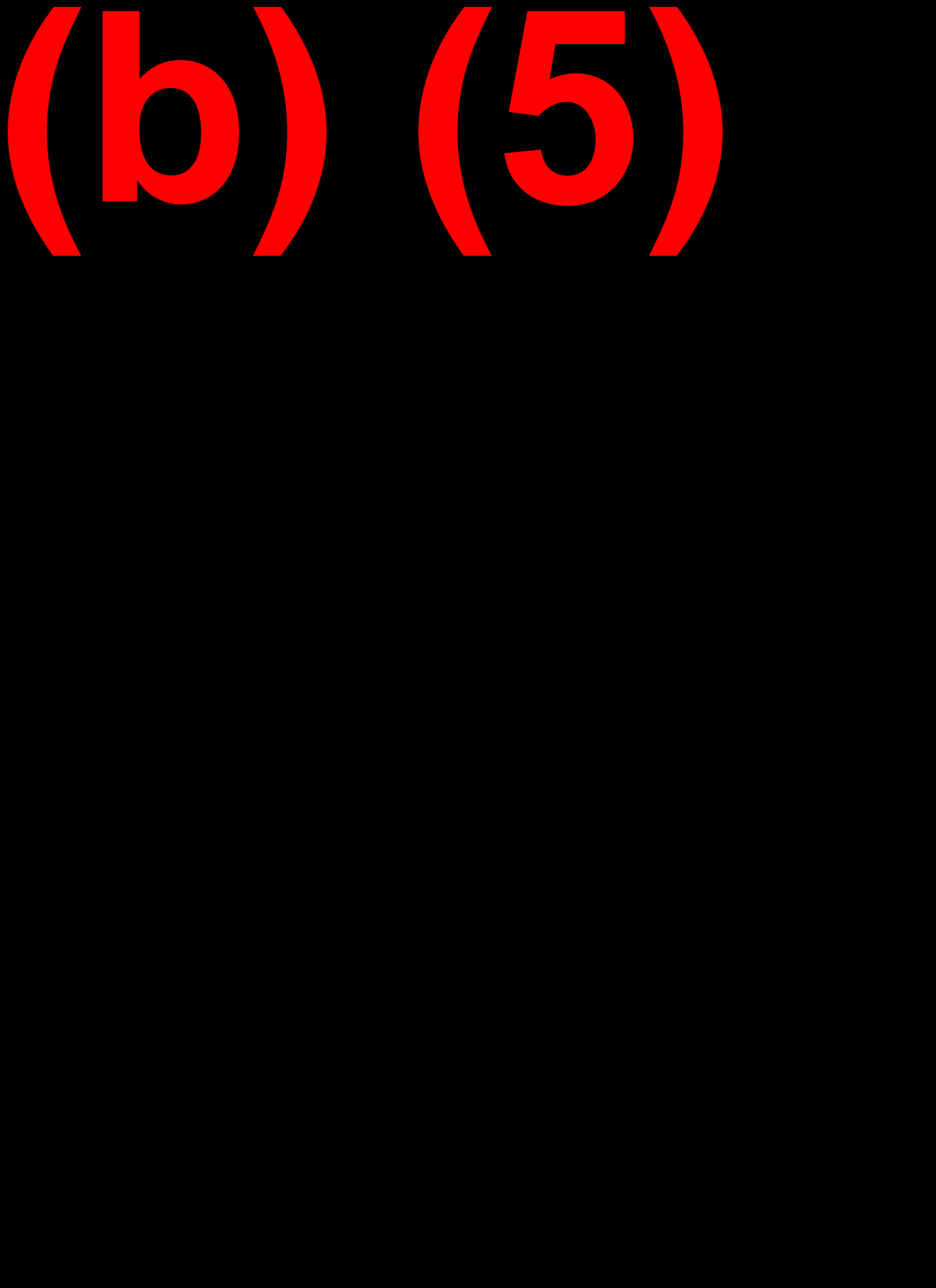
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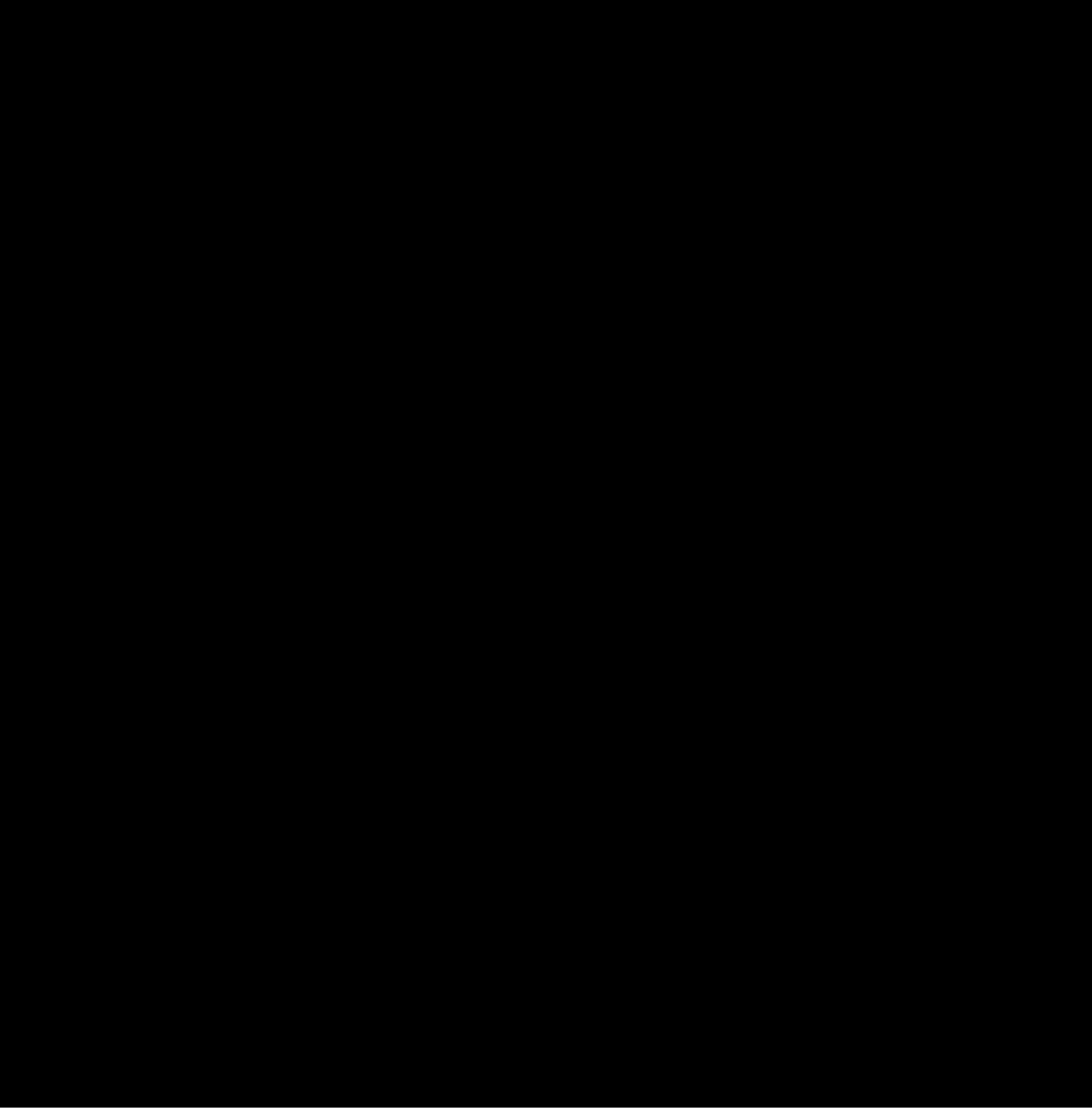
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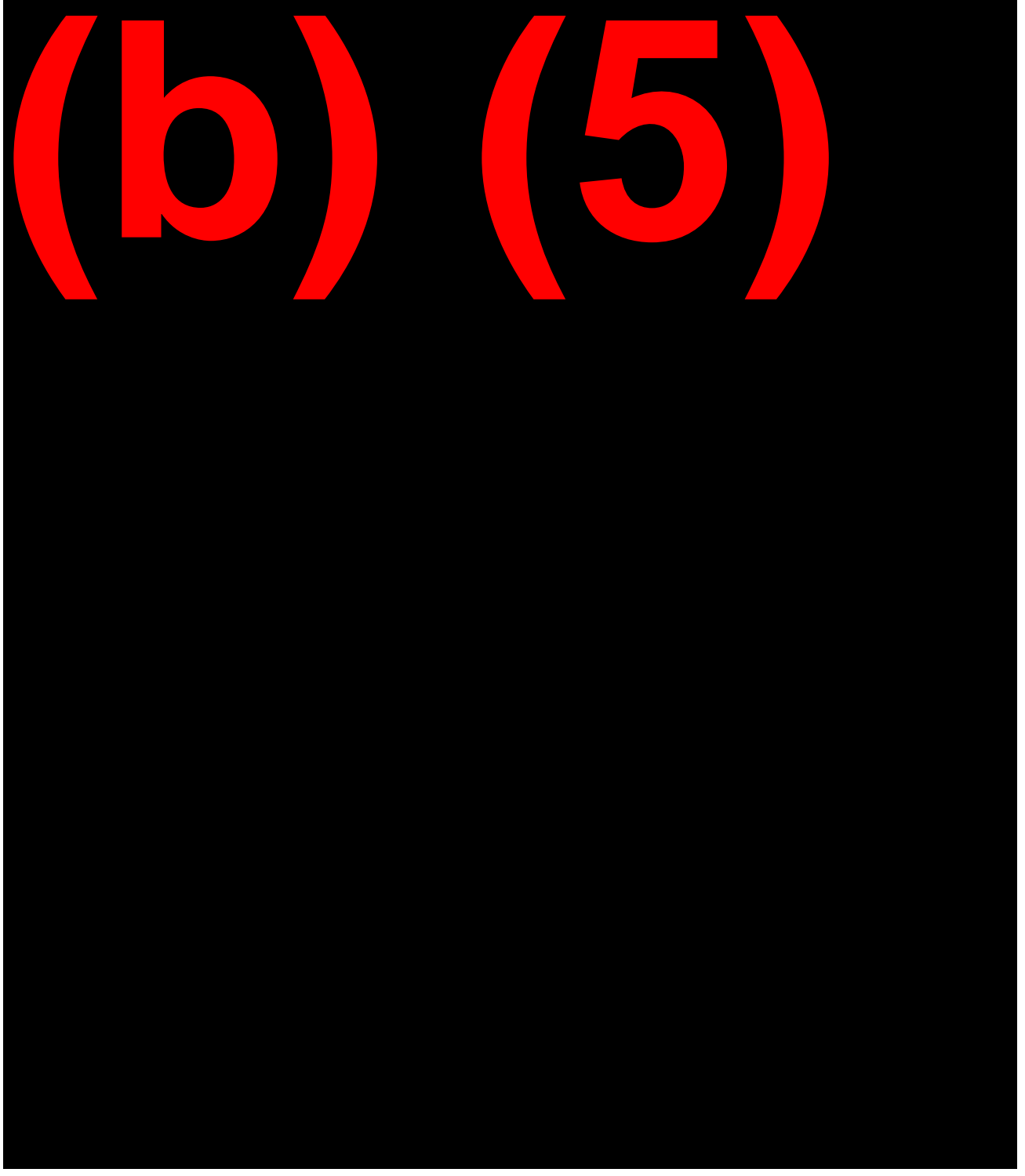


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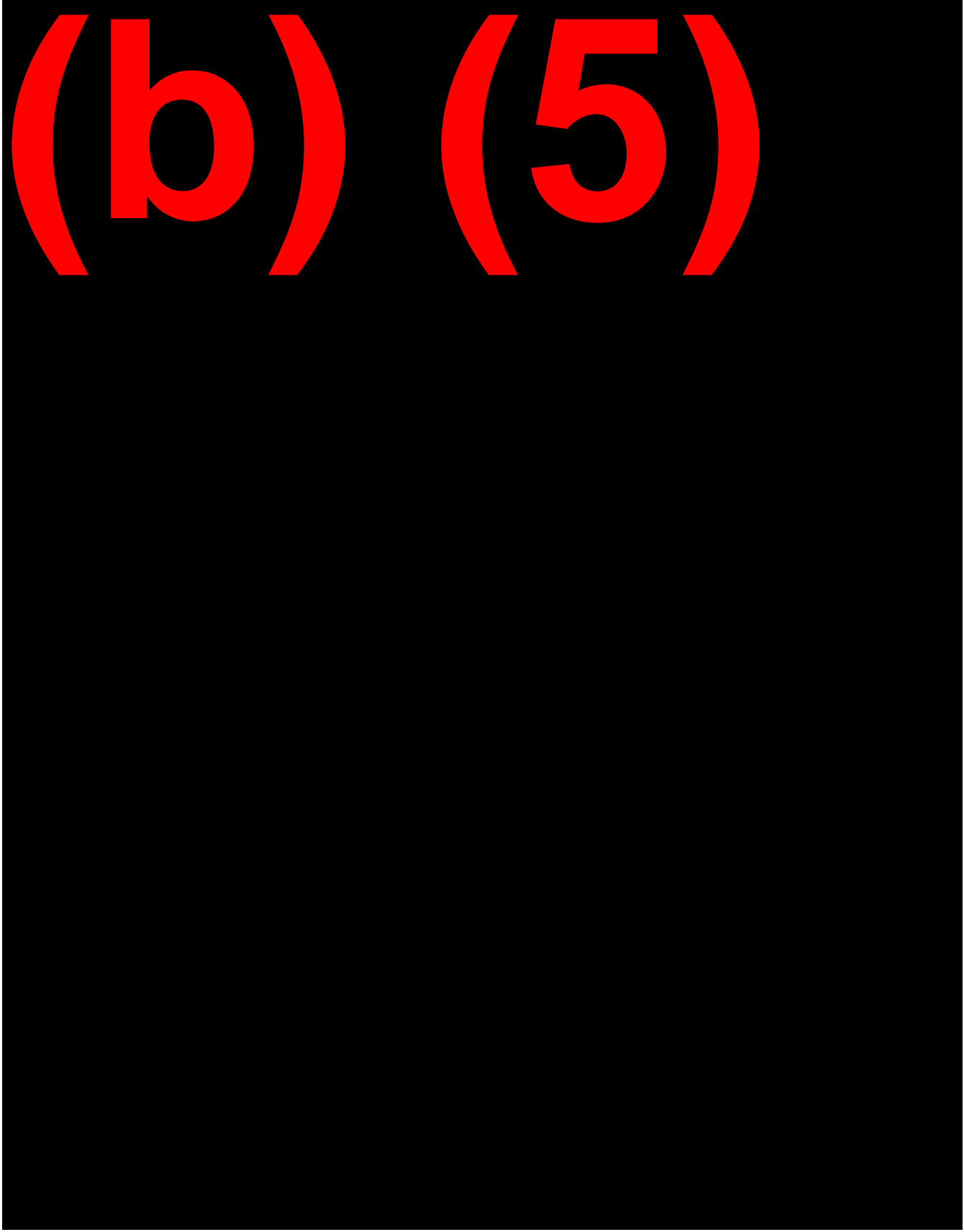




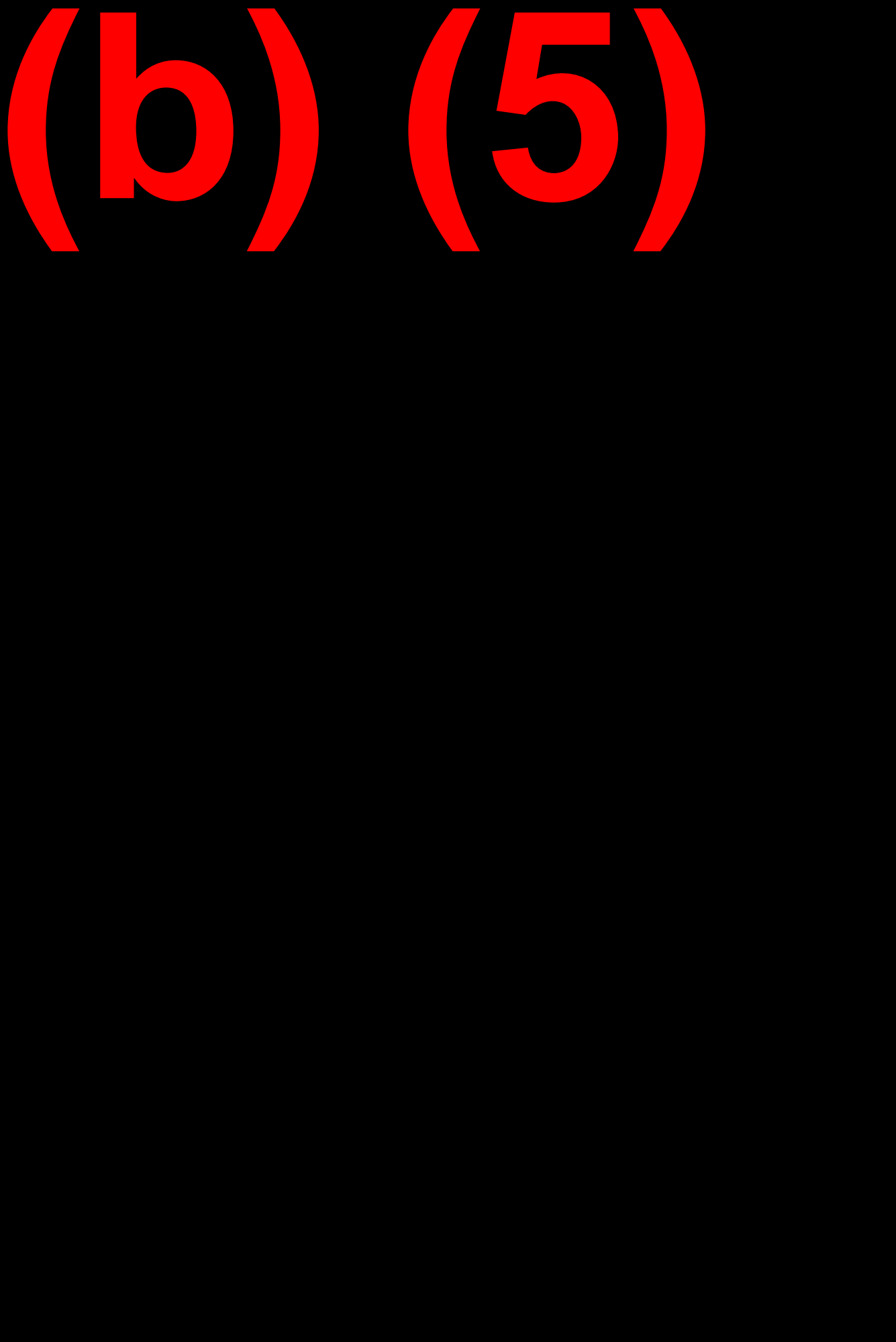
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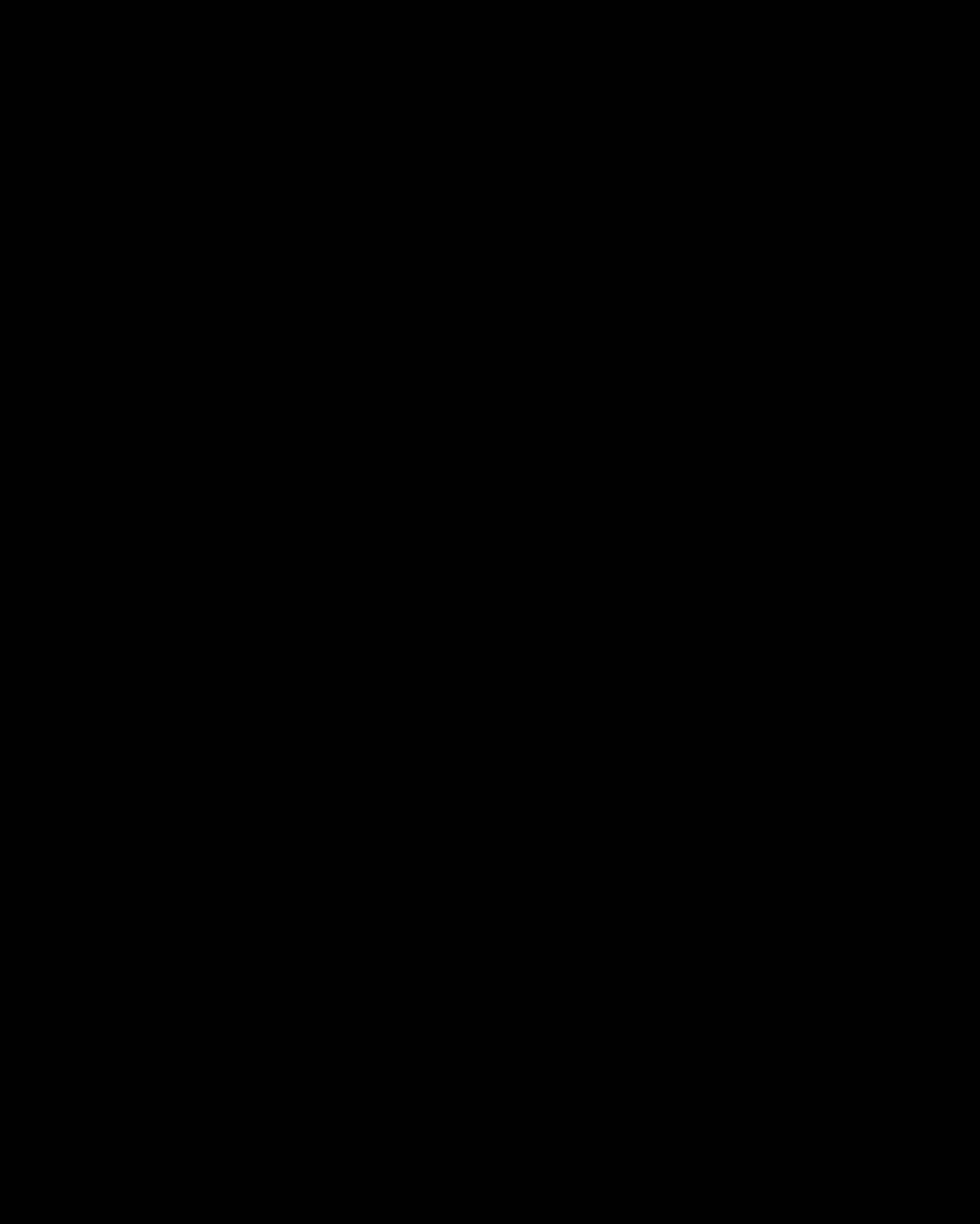
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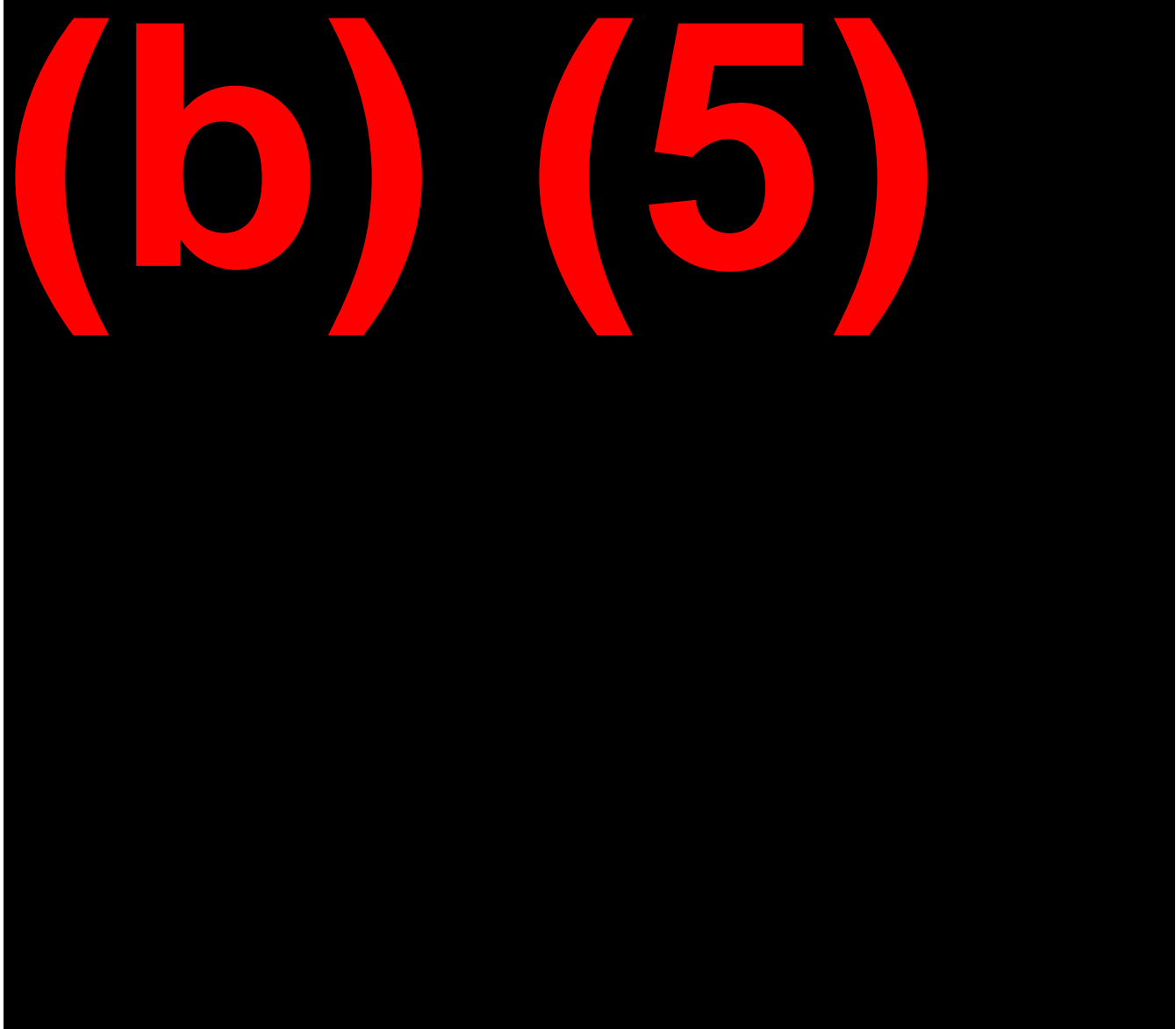
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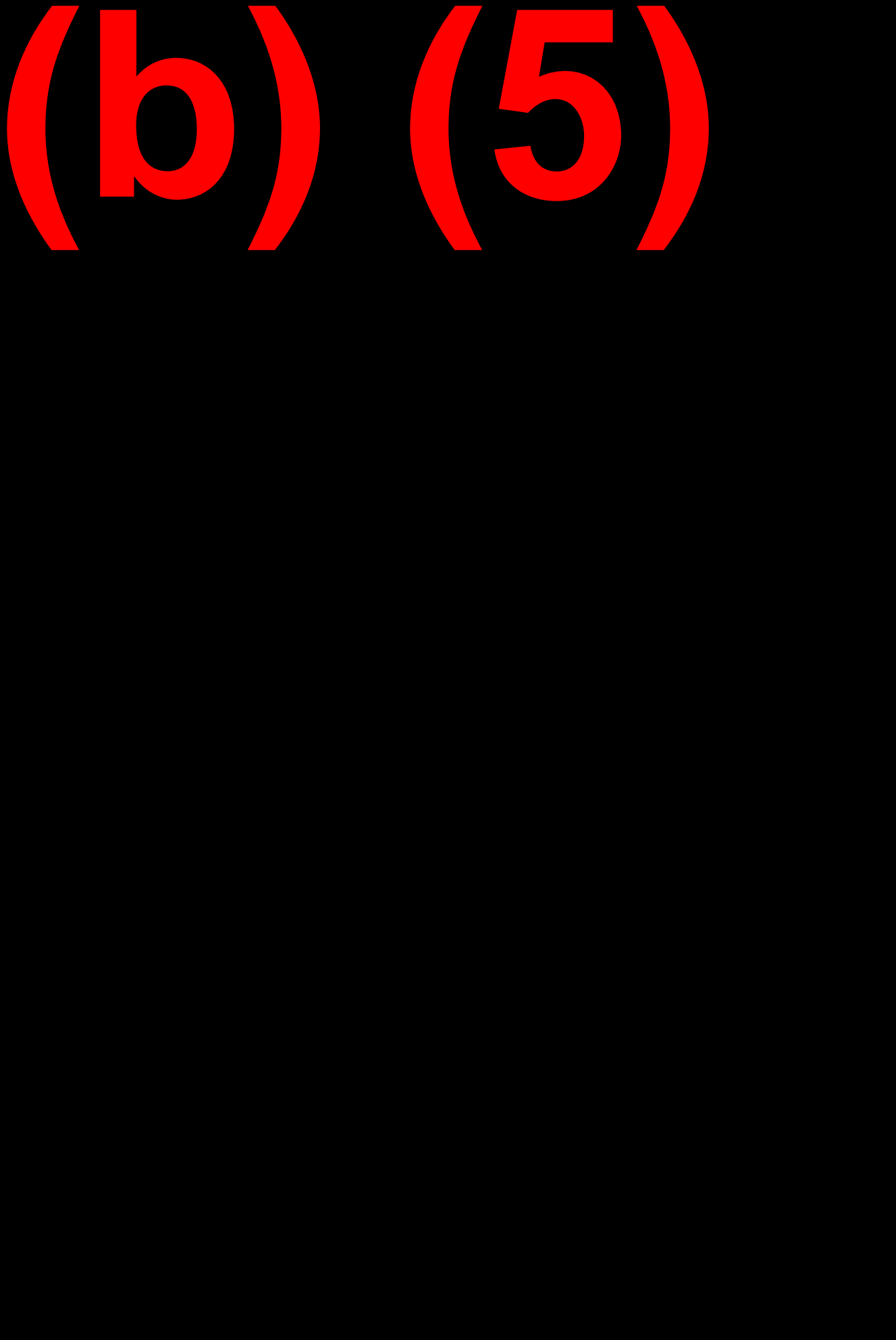
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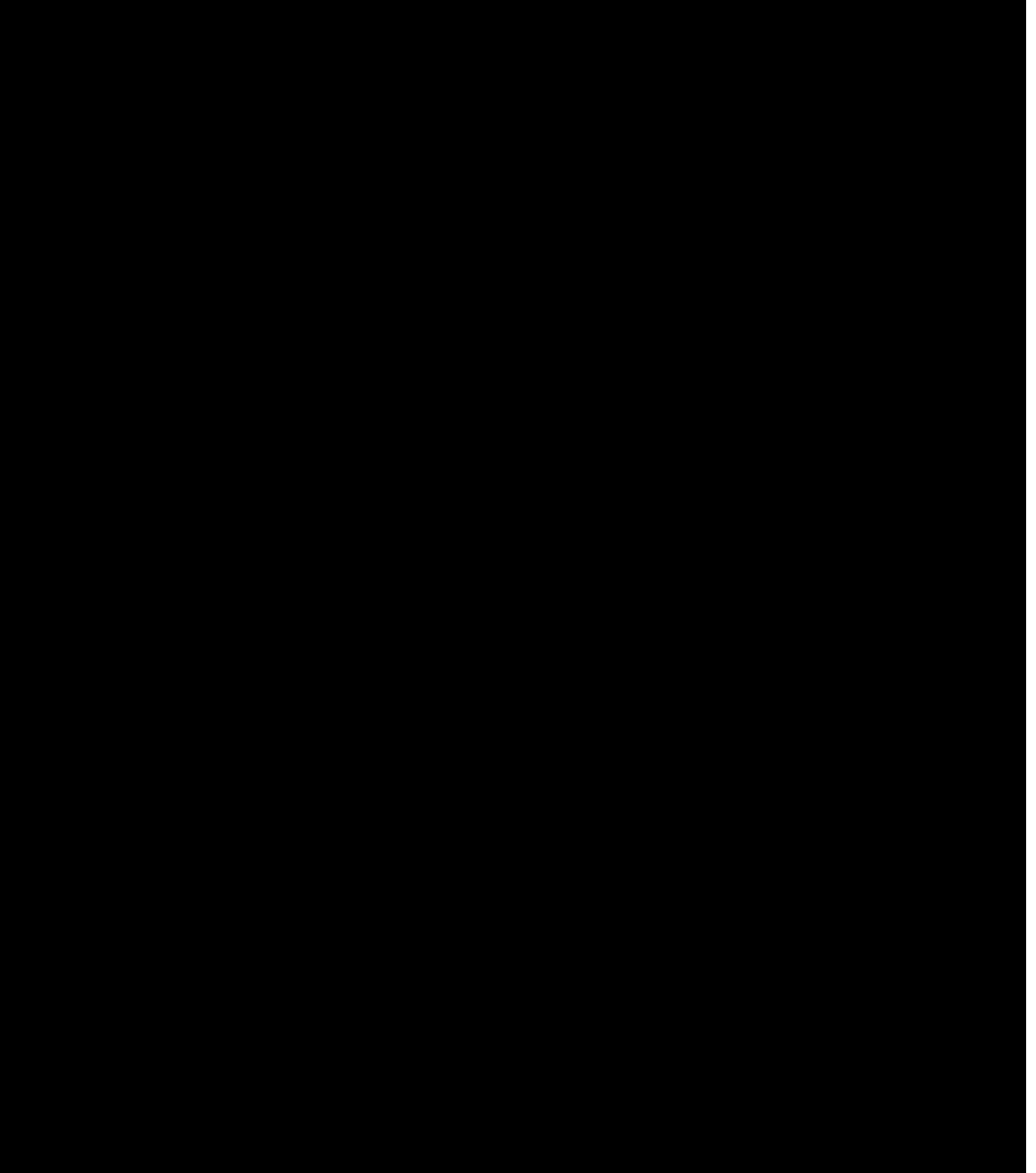
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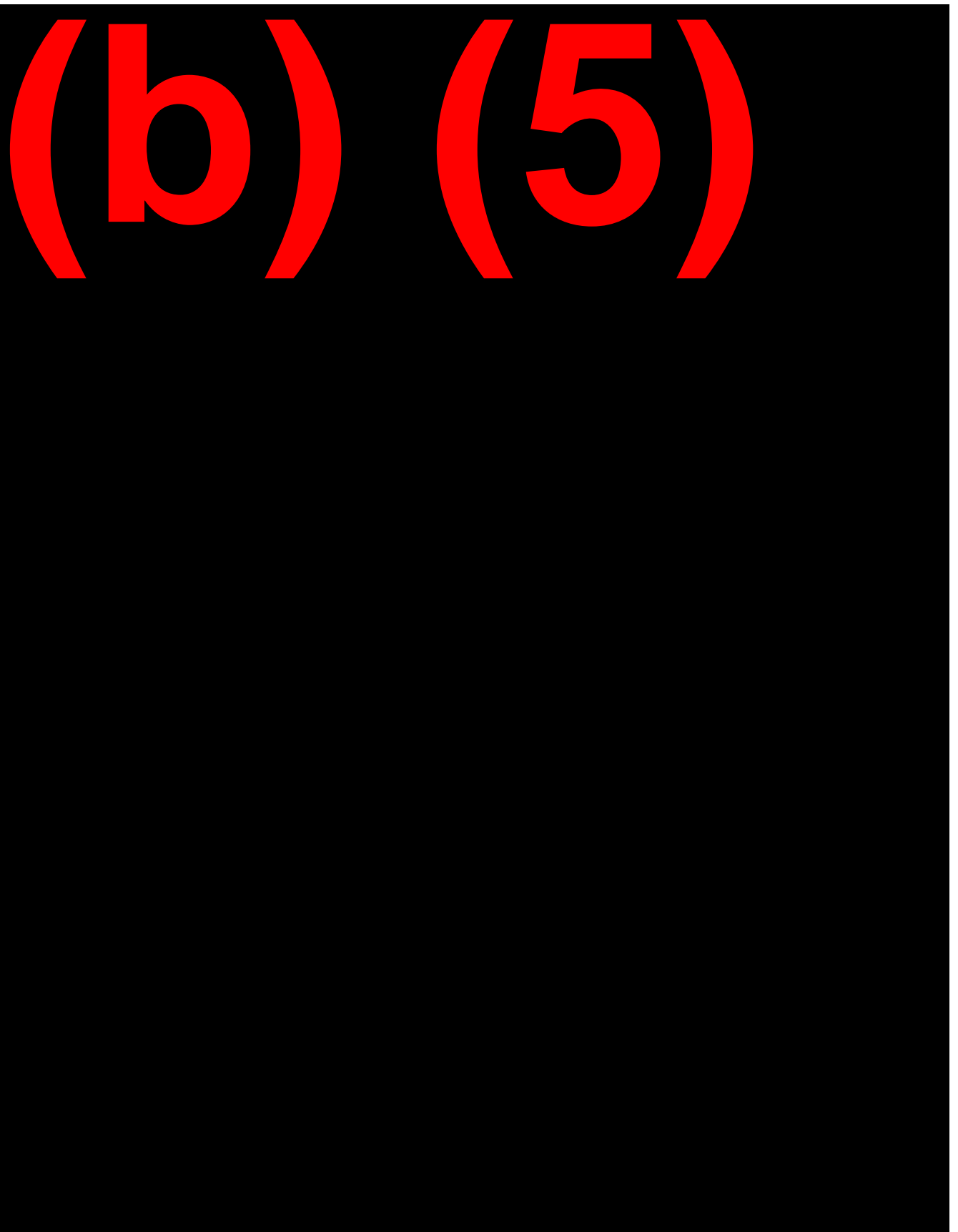
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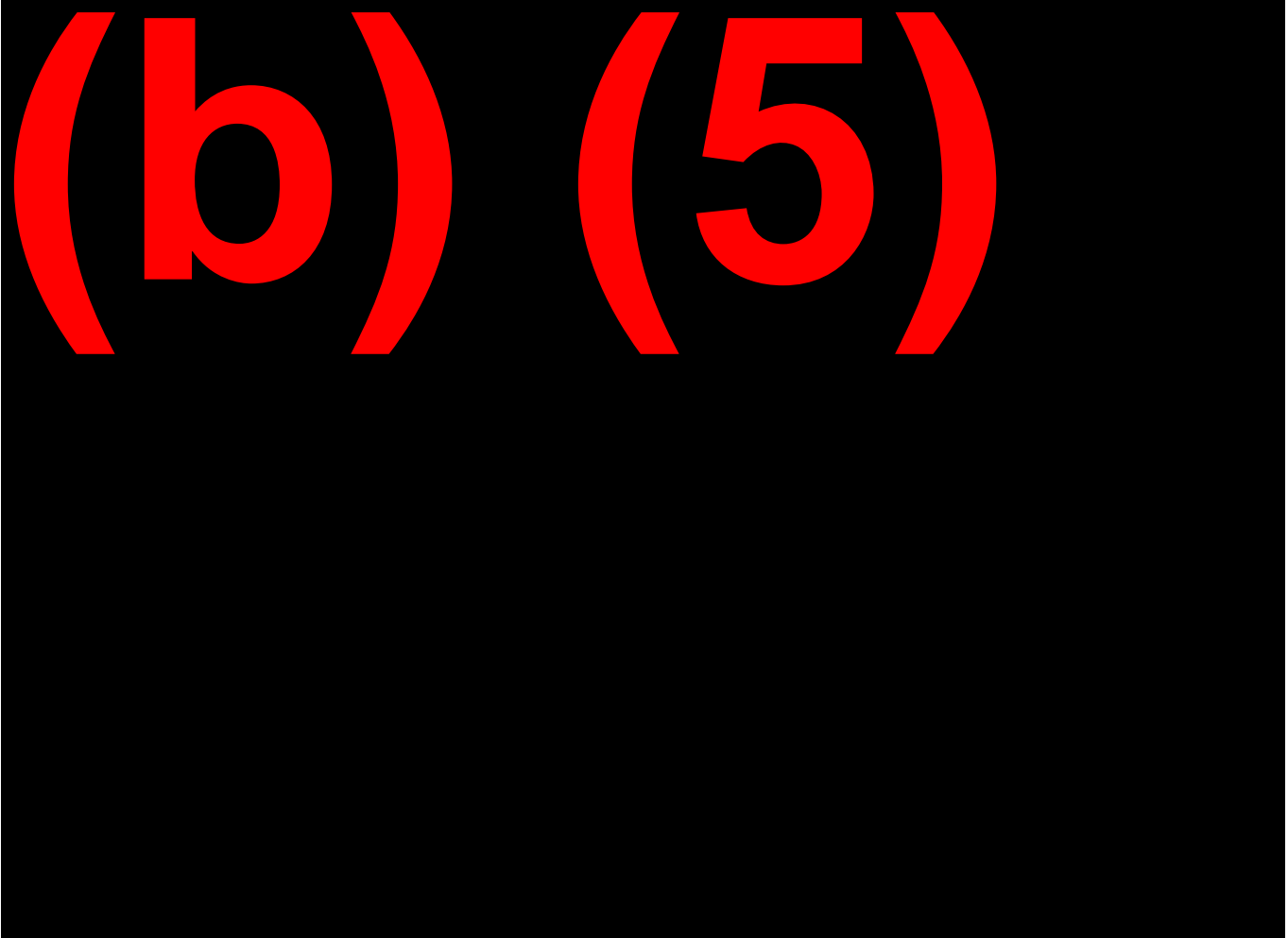


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Office of Audits  
Office of Inspector General  
U.S. General Services Administration

LIMITED SCOPE POSTAWARD EXAMINATION

Integrity Management Consulting, Inc.  
GSA Contract Number GS-10F-0186U  
BPA Number GS-23F-ST001  
Task Order Number GS-P-00-11-CY-0012

Report Number A140144/P/4/X15033  
April 30, 2015

**NOTICE**

THIS REPORT CONTAINS INFORMATION THAT THE OFFICE OF INSPECTOR GENERAL HAS DETERMINED IS PROPRIETARY AND PRE-DECISIONAL AND DISTRIBUTION IS RESTRICTED TO AGENCY OFFICIALS AND OTHER COGNIZANT FEDERAL OFFICIALS. PERSONS DISCLOSING THIS INFORMATION PUBLICLY OR TO OTHERS NOT HAVING AN OFFICIAL NEED TO KNOW ARE SUBJECT TO POSSIBLE ADMINISTRATIVE OR CIVIL PENALTIES, OR CRIMINAL PENALTIES PURSUANT TO THE TRADE SECRETS ACT (18 U.S.C. SECTION 1905).

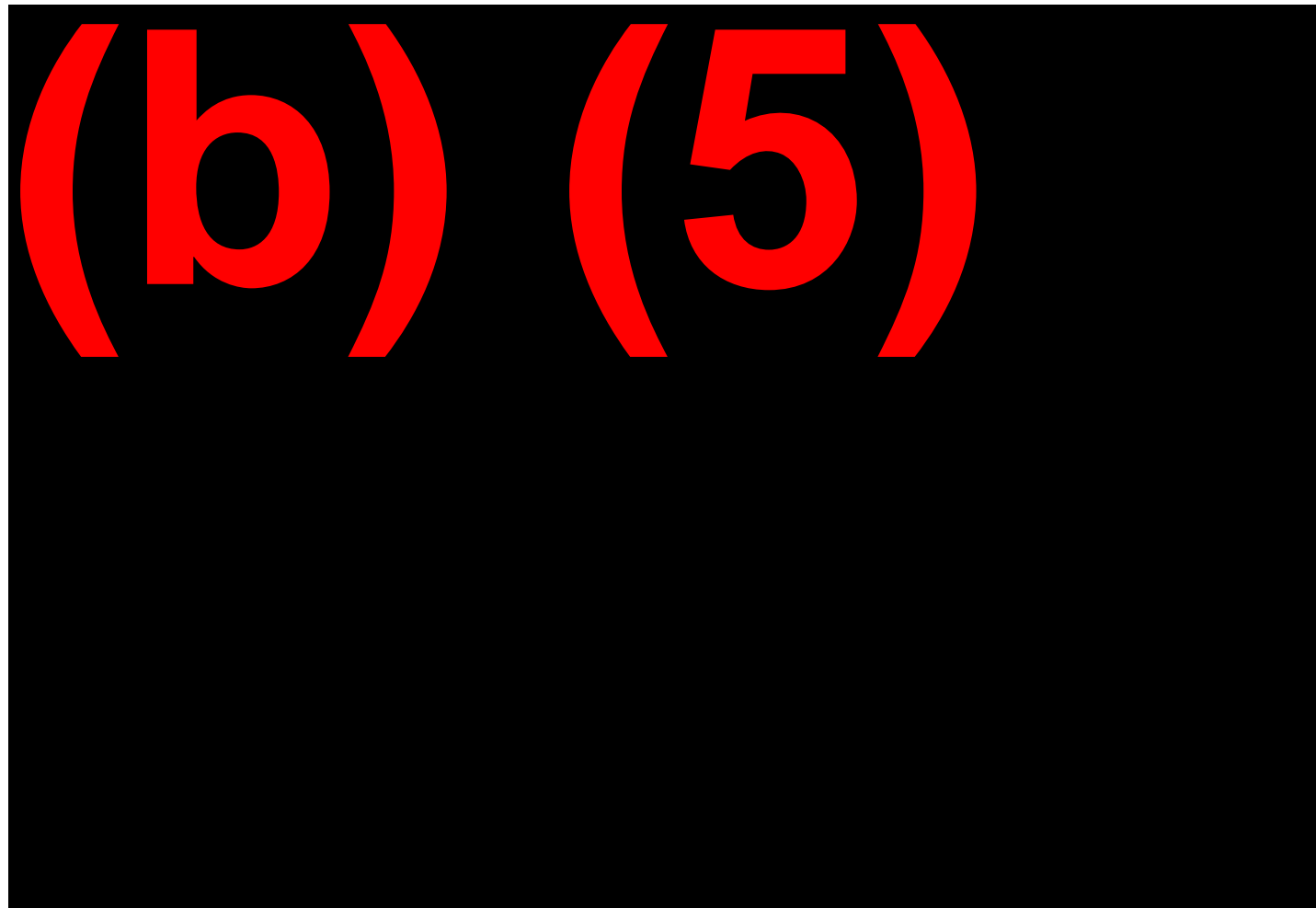
THIS REPORT SHOULD BE SAFEGUARDED TO PREVENT IMPROPER DISCLOSURE. AGENCY OFFICIALS WHO RECEIVE REQUESTS TO RELEASE THIS REPORT SHOULD REFER THE REQUESTOR TO THE OFFICE OF INSPECTOR GENERAL, OFFICE OF COUNSEL – FREEDOM OF INFORMATION ACT OFFICER.



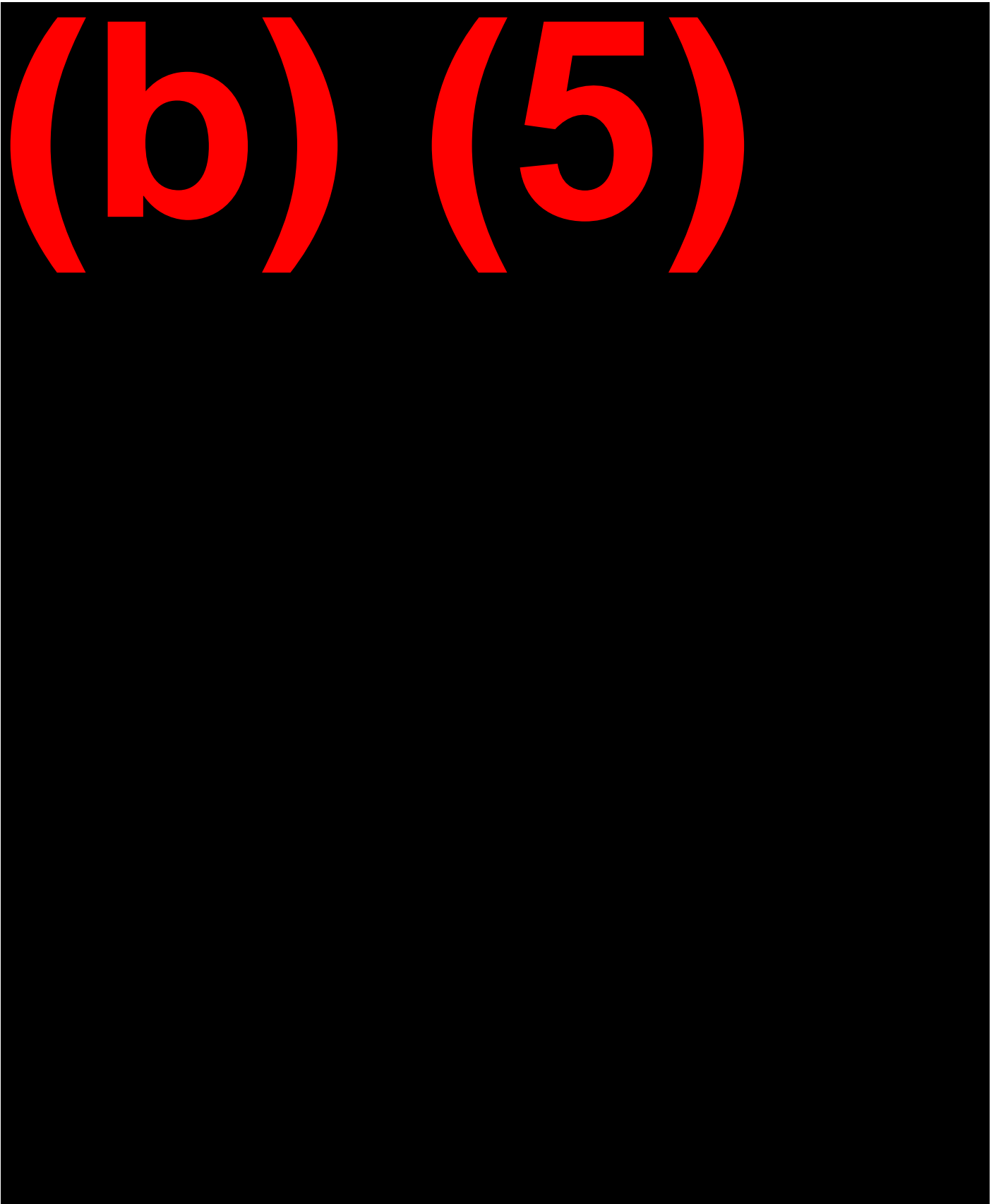
Office of Audits  
Office of Inspector General  
U.S. General Services Administration

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*Results*

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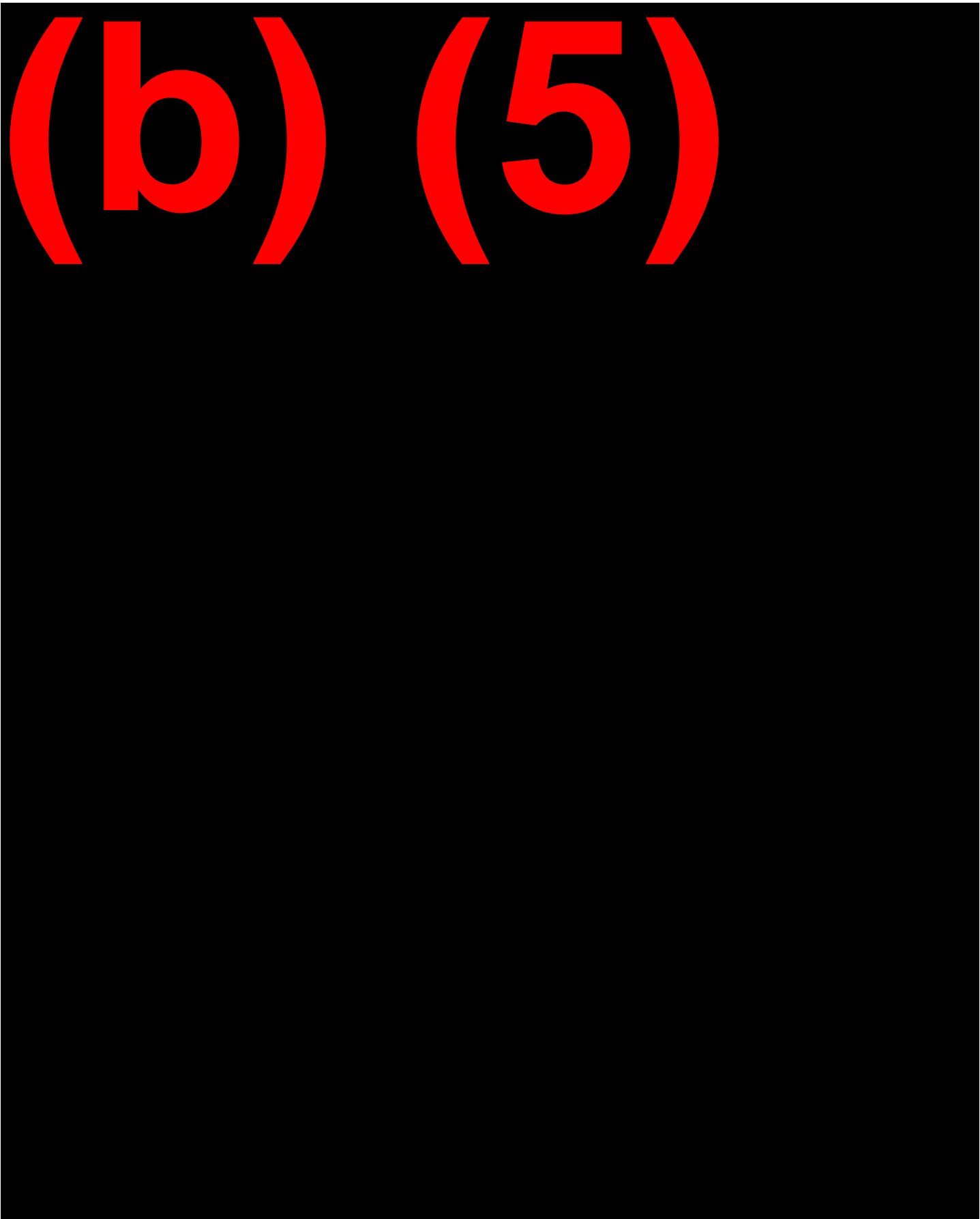
*Conclusion*

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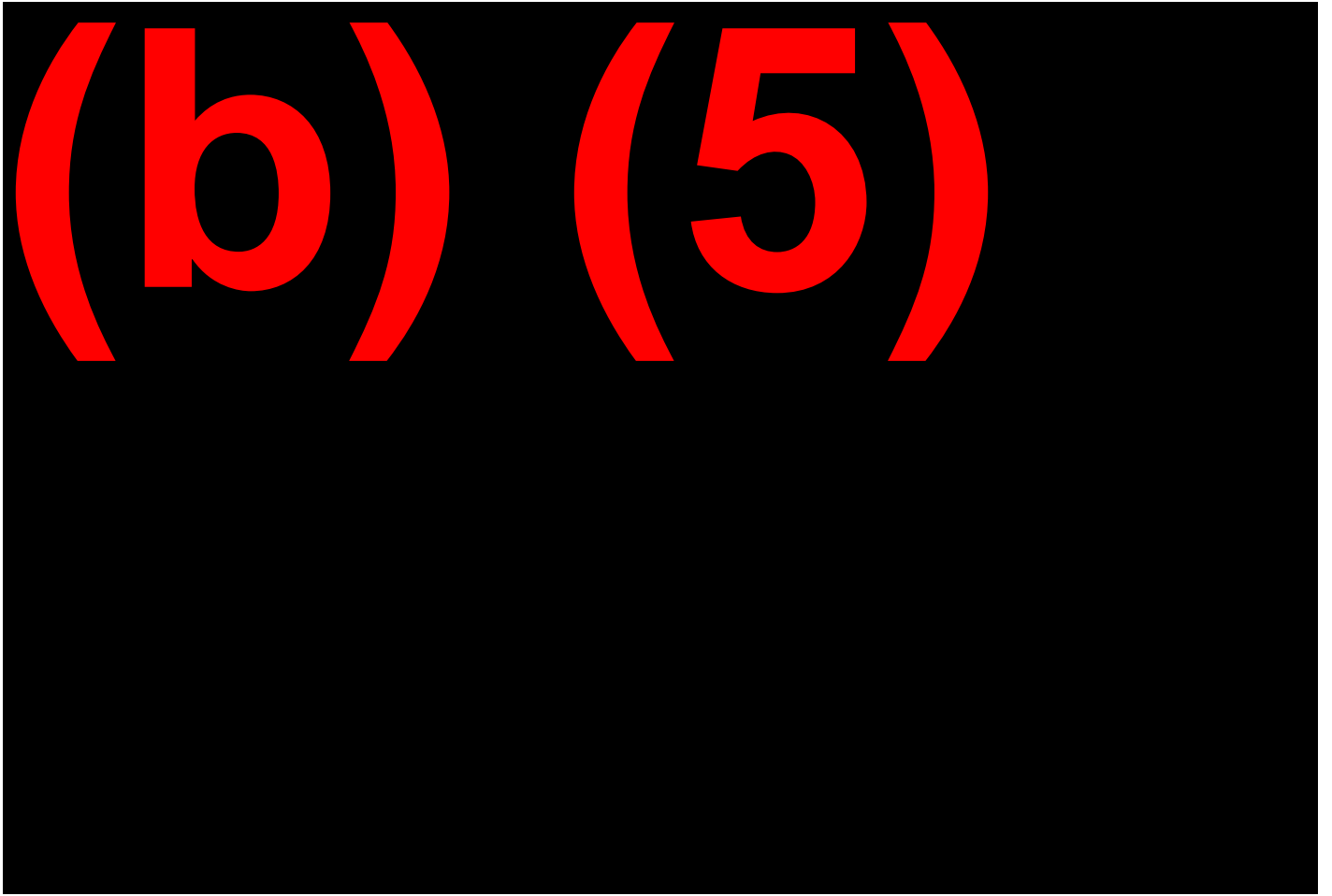
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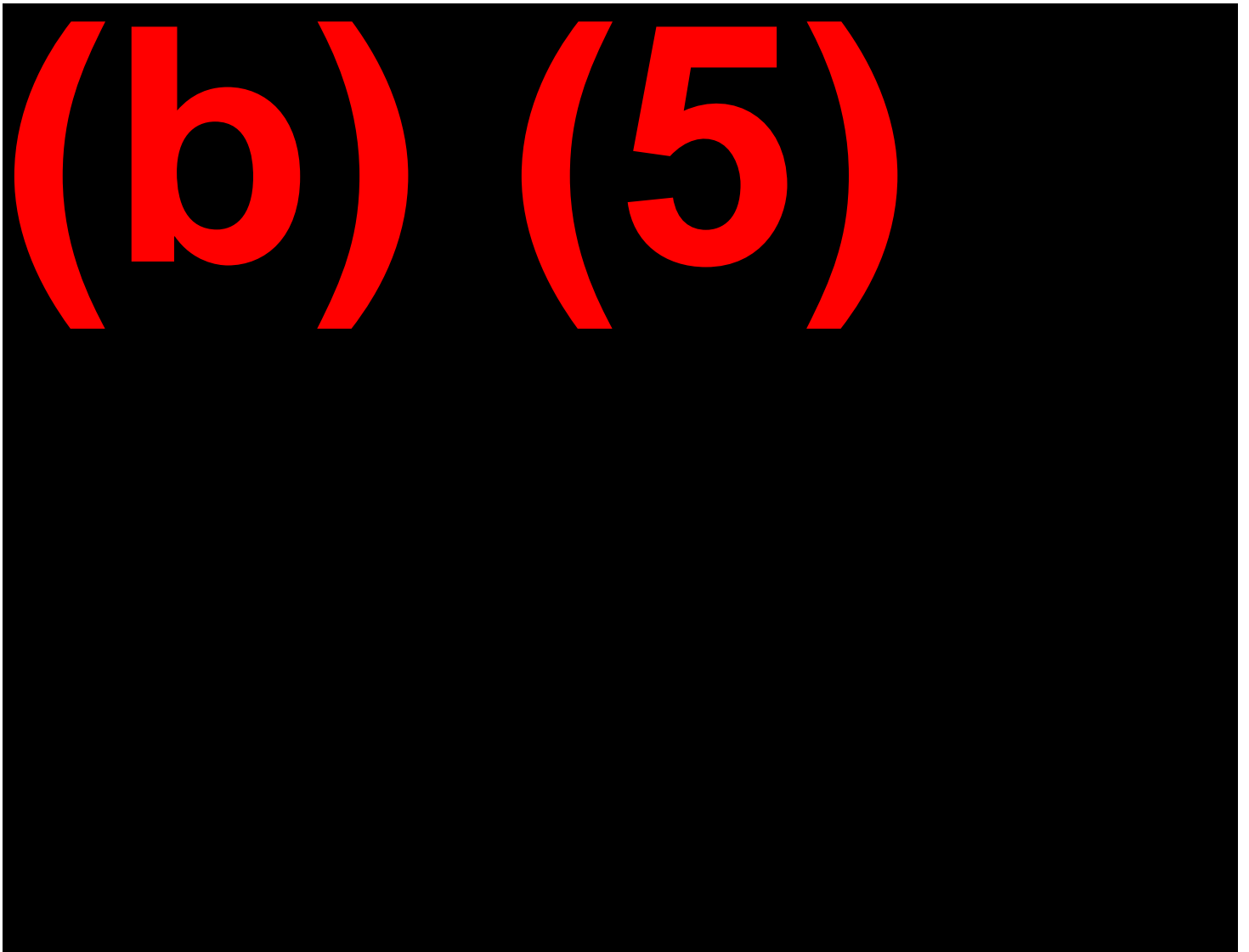
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IN THE CIVILIAN BOARD OF CONTRACT APPEALS

_____	)	
INTEGRITY MANAGEMENT	)	
CONSULTING, INC.,	)	
	)	
Appellant,	)	
	)	
v.	)	CBCA 3873
	)	(Judge Pollack)
GENERAL SERVICES	)	
ADMINISTRATION,	)	
	)	
Respondent.	)	
_____	)	

**APPELLANT’S MOTION TO COMPEL DEPOSITIONS, SET  
TRIAL DATES AND HOLD STATUS CONFERENCE**

Pursuant to Rules 8 and 13 of the Rules of the Civilian Board of Contract Appeals, and in light of the letter to the Board filed yesterday by Respondent, the General Services Administration (“GSA”), Appellant Integrity Management Consulting, Inc. (“Integrity”) hereby renews its motion for the Board to compel GSA to schedule depositions in this matter and to proceed with this litigation in a reasonable and timely manner.

On August 24, 2015, the undersigned notified the Board via email that opposing counsel was back to work following his recent medical leave and that parties were prepared to comply with the Board’s July 30 Memorandum and Order, which instructed the parties to confer regarding the substance of the Order and to contact the Board for further scheduling in this appeal (the undersigned noted GSA’s objection to further scheduling but agreement as to the need for a status conference). The undersigned understood the foregoing email to be a *joint* request for a status conference (one specifically ordered by the Board). On August 25, 2015, in response to this email, GSA counsel submitted a letter to the Board that calls to the Board’s attention a “Show Cause” letter that Integrity received last week from the GSA Suspension and

Debarment Official (the “Show Cause Letter”), which requires Integrity to demonstrate its present responsibility in view of the same facts being litigated in this appeal. GSA’s letter, which came as a surprise to the undersigned, presumably brought the Show Cause Letter to the Board’s attention in anticipation of Integrity’s intention to do so during the status conference that the parties have requested.<sup>1</sup>

Specifically, as relevant to scheduling in this appeal, the undersigned intended to inform the Board that Integrity received the Show Cause Letter and Pillsbury Winthrop Shaw Pittman LLP (“Pillsbury”) has requested that the SDO stay its hand pending a resolution of the issues currently before the Board which, again, are the *precise* facts about which the Show Cause Letter inquires. Pillsbury represented to the SDO, as part of this request, that this appeal is expected to proceed to trial imminently (by fall, 2015) and complying at this time with the Show Cause Letter would frustrate Integrity’s litigation of this appeal by effectively compelling Integrity to present – prematurely and ultimately duplicatively – testimony, discovery and legal theory that it will be presenting according to the schedule in this appeal (which Integrity seeks to establish).<sup>2</sup> The SDO still wants to meet with Integrity but has agreed to defer any consideration of the contract interpretation matter before the Board. In light of the Show Cause Letter and Pillsbury’s

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<sup>1</sup> GSA’s letter also contains several false allegations and defamatory remarks about Integrity. For example, it is entirely false that “IMC saw this SDO [sic] coming down the pike.” GSA Letter at 2. The undersigned had no idea that there was going to be an SDO inquiry. In fact, as GSA counsel notes correctly, the undersigned asked GSA counsel *more than a year ago* whether this matter had been referred to the SDO – and, to the undersigned’s memory, the answer was no. Second, it is false that “IMC has been less than truthful in its interrogatory responses . . .” *Id.* Integrity has represented and continues to represent that its employees used a “non-billable” charge code when “cross-training” on other fixed-price contracts during the Government Shutdown. The emails attached to GSA’s letter confirm this. Third, GSA counsel continues his irresponsible allegation regarding the “destruction of documents.” *Id.* at 3. The Board already heard this unfounded allegation at the status conference on July 28, 2015. Similarly unfounded and irresponsible is GSA counsel’s defamatory description of Integrity as an “unscrupulous and unethical contractor.” *Id.* at 2. This characterization is not the SDO’s and originates with GSA counsel himself.

<sup>2</sup> Pillsbury also stated that a decision in Integrity’s favor on the merits would be highly relevant to the SDO – *i.e.*, it would be unreasonable for the SDO to investigate Integrity for an ethical violation in connection with its invoicing if the Board determines that Integrity invoiced *correctly*.

communications with the SDO, however, it is imperative that this appeal proceed quickly to resolution.

GSA's August 25 letter illogically asserts that the fact of the Show Cause Letter supports further *delays* in this appeal – specifically, GSA “beseeches the Board to consider IMC’s ongoing push to have the hearing occur before GSA has had adequate time to prepare its claims and defenses in light of GSA’s need to protect itself from the improprieties noted in the SDO letter.” GSA Letter at 2. Again, the alleged “improprieties” GSA references are the *same issues* (issues of contract interpretation) currently before the Board. The Show Cause Letter reflects nothing more than GSA’s continued escalation of its enforcement efforts against Integrity – essentially for disagreeing with certain GSA officials regarding the interpretation of its task order.

GSA’s letter ironically accuses Integrity of hiring “one of the largest firms in the world to aggressively outmaneuver and outgun the Agency’s legal counsel.” GSA Letter at 1. To the contrary, Integrity, a small business contractor that is represented by the undersigned associate attorney, has been subjected to the panoply of enforcement tools at GSA’s disposal, including: (1) withholding payments owed to Integrity on both the instant task order and other contracts, in more than the full amount in question in this appeal; (2) initiating an audit conducted by GSA’s Office of Inspector General (“OIG”), to which Integrity devoted significant time and resources responding; and now (3) referring Integrity for an SDO inquiry. Ultimately, as the Board knows from the draft audit report provided to the Board by the undersigned during the July 28 status conference, the audit backfired for GSA and concluded that Integrity’s billing was appropriate assuming the task order was properly viewed as involving a fixed price. (The Board may recall that GSA counsel represented on July 28 that he was considering calling the GSA OIG auditors as hostile witnesses in this appeal.) Integrity continues to be subjected to one enforcement action

after another by GSA over a contract dispute and to be forced to accumulate the significant legal costs of responding to such actions. GSA, meanwhile, disregards this obvious prejudice to Integrity and continues to use any excuse it can to delay this proceeding.

In that connection, the Show Cause Letter in no way gives rise to new facts that support the further delay GSA seeks. Nor do GSA's continued unreasonable assertions about alleged (and immaterial) deficiencies in Integrity's document production justify any delay.<sup>3</sup> Instead, the Show Cause Letter demonstrates the necessity of resolving this appeal forthwith. GSA cannot be allowed to initiate (inappropriate) enforcement actions against Integrity and simultaneously rely on those actions to justify its own delay in this appeal. GSA effectively is punishing Integrity for pursuing its contractual legal rights, and the Board should not abide this conduct.

As the Board is aware, GSA has sought extensions at every stage of this proceeding, for reasons including both GSA's own asserted difficulties in collecting documents (which necessitated the Board's requirement for regular status updates from GSA on this issue) and personal considerations pertaining to GSA counsel. None of these issues is Integrity's fault; nonetheless, Integrity continues to be prejudiced by the resulting delays.

Accordingly, Integrity asks the Board to: (1) establish a final discovery schedule in this matter; (2) compel GSA to cooperate in scheduling depositions; (3) set a trial date; and (4) hold an immediate status conference for these purposes.

Appellant has attempted to confer with GSA counsel regarding the foregoing but has not received a response. It is clear, in any event, that GSA counsel opposes this motion.

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<sup>3</sup> Integrity has noted several possible deficiencies in GSA's document production and has discussed these with opposing counsel. Given GSA's extensive difficulties and delays in collecting documents in this appeal, as acknowledged in the Board's October 22, 2014 Conference Memorandum and Order, Integrity has been reluctant to raise objections to GSA's production at the risk of inducing further excuses by GSA to seek extensions and continuances in the case.

Date: August 26, 2015

Respectfully submitted,

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Counsel of Record for Appellant,

***INTEGRITY MANAGEMENT CONSULTING, INC.***

**CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing was served by e-mail on August 26, 2015 upon:

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[john.tobey@gsa.gov](mailto:john.tobey@gsa.gov)

/s/ Alexander B. Ginsberg

IN THE CIVILIAN BOARD OF CONTRACT APPEALS

_____	)	
INTEGRITY MANAGEMENT	)	
CONSULTING, INC.,	)	
	)	
Appellant,	)	
	)	
v.	)	CBCA 3873
	)	(Judge Daniels)
GENERAL SERVICES	)	
ADMINISTRATION,	)	
	)	
Respondent.	)	
_____	)	

**JOINT STATUS REPORT**

Pursuant to the Board's Order of September 9, 2015, the parties file the following joint report regarding the status of their discussions pertaining to further discovery in this appeal and a proposed schedule for mediation. Specifically, the Board instructed the parties to specify:

- a. a date by which limited discovery will be concluded;
- b. a date on which mediation will occur, provided that the selected mediator is available on that date;
- c. whether the parties desire that a Board judge act as mediator, and if so, whether they request that a particular judge be assigned as mediator; and
- d. whether respondent's suspension and debarment official is willing to suspend actions on matters she has raised with appellant until the appeal has been resolved (either voluntarily or by the Board).

Accordingly, the parties have conferred and represent as follows:

- a. GSA counsel has expressed a desire to take depositions in preparation for mediation.  
Appellant will consent to a limited deposition schedule. GSA counsel has represented

that he seeks to take the deposition of Integrity's Contracts Manager, Linda Baker, and also stated that he believes it necessary to take the deposition of the Integrity corporate representative with the most knowledge on certain topics. GSA counsel has also stated that he wants to take the deposition of the individual(s) responsible for reviewing GSA's RFQ and submitting IMC's proposal for the Task Order. Appellant's counsel has represented that Ms. Baker is the individual most likely to be able to provide all of the information GSA seeks, and Appellant consents to GSA's deposition of Ms. Baker prior to mediation. For its part, Appellant proposes to conduct pre-mediation depositions limited to the position of Contracting Officer ("CO"); which three individuals held at some point during performance of the subject task order. Appellant's counsel believes that each party reasonably needs no more than one day to conduct the foregoing depositions. GSA cannot comment on how long Integrity anticipates that it will need to conduct its depositions. The amount of time required for GSA's depositions will be in accordance with Board Rule 15.

In light of the above, and considering certain limited written discovery and document requests about which the parties have conferred, the parties propose that further, limited discovery in this case – including depositions – be concluded on or before **October 30, 2015**. Naturally, if mediation is unsuccessful, the parties will need to take additional depositions.

- b. The parties further propose that mediation in the appeal be scheduled for the week of **November 16, 2015**. It must be noted that GSA views this schedule as ambitious and reserves the right request a small number of additional weeks if necessary. Integrity



agrees that it will consider any such request by GSA in good faith and defer to the Board's judgment on the reasonableness of any requested extension.

- c. The parties agree that a CBCA judge should be appointed as mediator. The parties have identified Judge Vergilio as a mutually-agreeable mediator. If Judge Vergilio is not available, the parties request a status call for the purposes of coming to agreement on another mediator.
- d. With regard to the status of the inquiry initiated by GSA's suspension and debarment official ("SDO"), the SDO has requested that Integrity immediately address its ethics and compliance program, which Integrity has agreed to do. Integrity also asked that the SDO defer her review of the matters pending before the Board until the resolution of this appeal, and Integrity's understanding is that the SDO agreed to do so. GSA counsel has shared Integrity's understanding with a representative of the SDO and advises that the SDO has not agreed to defer review of the contract matters currently before the Board (although at this time the SDO is limiting review to Integrity's present responsibility). To the extent there has been any miscommunication here, Integrity will seek clarification from the SDO and provide an updated response on this issue forthwith.

Date: September 16, 2015

Respectfully submitted,

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***GENERAL SERVICES  
ADMINISTRATION***

IN THE CIVILIAN BOARD OF CONTRACT APPEALS

_____	)	
INTEGRITY MANAGEMENT	)	
CONSULTING, INC.,	)	
	)	
Appellant,	)	
	)	
v.	)	CBCA 3873
	)	(Judge Pollack)
GENERAL SERVICES	)	
ADMINISTRATION,	)	
	)	
Respondent.	)	
_____	)	

**COMPLAINT**

Appellant Integrity Management Consulting, Inc. (“Integrity”), as its complaint against Respondent General Services Administration (“GSA”) in this matter under Civilian Board of Contract Appeals (“CBCA”) Rule 6(b), alleges as follows:

**INTRODUCTION**

1. This case involves GSA’s wrongful demand for payment of \$144,800.96 that GSA alleges it overpaid Integrity in relation to Integrity’s performance of Task Order No. GS-P-00-11-CY-0012 (the “Task Order”) issued under Blanket Purchase Agreement No. GS-23F-ST001 (the “BPA”). Under the Task Order, Integrity personnel assisted GSA’s Public Buildings Service (hereinafter “GSA”) in the formulation and administration of government contracts.

2. The Task Order, which featured a base year and three option years, was expressly issued for a firm-fixed price (“FFP”). Integrity’s quote, which resulted in the FFP Task Order, was based on tables supplied by GSA, which featured labor categories and total hours – both entered by GSA. The tables were contained in a document that GSA identified as both a Request for Quote (“RFQ”) and the Statement of Work (the “SOW”) for the Task Order. This document

also included a list of tasks to be performed by Integrity, a list of deliverables to be provided at GSA's request and several performance metrics. In addition, the SOW provided: "The contractor and its subcontractors shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work." The SOW further provided: "The contractor will be required to notify the COR of their employee's annual and sick leave and scheduled days-off."

3. During the course of performance, one Integrity employee staffed to the Task Order, Doris Williams, notified Integrity that she would be exercising her right to medical leave under the Family and Medical Leave Act ("FMLA"). Integrity, in turn, notified GSA prospectively of Ms. Williams' absence, expressed Integrity's intent to assign existing personnel to fill Ms. Williams' role and solicited GSA's perspective on the matter. GSA did not respond to these communications. Also during contract performance, in October 2013, the federal government shut down as a result of a Congressional budgetary impasse. Although Integrity inquired with GSA several times about the effect of the shutdown on Integrity's billing under the Task Order, which already was funded for the period of the shutdown, GSA did not respond to these inquiries either. Integrity submitted full invoices in accordance with its regular FFP invoicing procedures for the periods covering Ms. Williams' absence and the government shutdown, which GSA paid.

4. In the Contracting Officer's Final Decision ("Final Decision") dated April 14, 2014, GSA alleges that it overpaid Integrity for each of these periods. GSA has not alleged that Integrity failed to satisfy any of the Task Order's performance metrics. Indeed, at no point has GSA expressed any dissatisfaction with Integrity's performance under the Task Order. Because

the Task Order was for a firm-fixed price and because Integrity fully satisfied all performance requirements and relevant notice obligations, Integrity did not overbill GSA when it submitted the invoices in question. As such, GSA is not entitled to the reimbursement at issue.

### **PARTIES**

5. Integrity is the Appellant. Integrity is a small business founded in 2006 that specializes in providing major systems acquisition and program management support services to U.S. Government customers. Among other contracts, Integrity holds a GSA Federal Supply Schedule contract under the Mission Oriented Business Integrated Services (“MOBIS”) program, under which GSA awarded the BPA. In addition to GSA, Integrity’s customers include the Department of Homeland Security, the Department of Defense and the Department of Health and Human Services.

6. GSA is the Respondent.

### **JURISDICTION**

7. This Board has jurisdiction over this matter under the Contract Disputes Act, 41 U.S.C. §§ 7104(a) & 7105(e)(1)(B) and the MOBIS contract’s Disputes clause, 48 C.F.R. § 52.233-1. Integrity timely filed this appeal on May 28, 2014, which was within 90 days of the Contracting Officer’s final decision demanding payment issued on April 14, 2014.

### **FACTS**

8. On February 3, 2011, GSA issued the RFQ, which GSA also identified as the SOW, to supply contractor support to assist GSA with the formulation and administration of government contracts. *See* SOW at ¶¶ 1-2. The SOW featured a base year and three option years to run through February 17, 2015. *Id.* at ¶ 4.

9. The SOW provided, under “Contract Type”: “The contractor shall be performing under a firm-fixed price type contract.” *Id.* at ¶ 16. *See also id.* at ¶ 3.

10. Several aspects of the RFQ/SOW document logically functioned as the Task Order’s work statement – such as a list of tasks, deliverables and performance measures. *Id.* at ¶¶ 5, 7-8. However, one major component of the document – Clause No. 3 – apparently was included for bidding purposes only. Specifically, Clause No. 3 of the document featured a series of four tables – one for the base year and one for each option year of the Task Order – in which GSA identified labor categories listed in the BPA and specified a quantity of hours next to each. *Id.* at ¶ 3. In calculating the FFP for its quote, Integrity was required to provide only the labor rates associated with each category of labor identified by GSA. *Id.*

11. The SOW provided that the contractor’s tasks under the Task Order would include Project Management, Acquisition Support, Contract Close-Out and Unique Situations. *Id.* at ¶ 5. The SOW also required the contractor to provide, at the request of the Contracting Officer’s Representative (“COR”), monthly status reports as deliverables. *Id.* at ¶ 7.

12. The SOW further specified a list of five “Performance Measures,” which required the contractor to meet an Acceptable Quality Level (“AQL”) of 95 percent, as evaluated by GSA. *Id.* at ¶ 8. The Performance Measures included: (a) Formulation of Pre-Award Documentation, (b) Preparation of Post-Award Documentation, (c) Contract Close-Out, (d) Customer Relations and (e) Contract Work Schedule. *Id.* Under Contract Close-Out, the SOW specified that the contractor was responsible for closing out “a minimum of 75 contracts per month, per close-out specialist (unless specified otherwise by COR).” *Id.* As described below, GSA subsequently reduced this requirement to 35 contracts per month, per close-out specialist.

Under Contract Work Schedule, the SOW provided: “The contractor will be required to notify the COR of their employee's annual and sick leave and scheduled days-off.” *Id.*

13. Under Clause No. 12, titled “Staffing of Contractor Employers [sic],” the SOW provided: “The contractor and its subcontractors shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work.” *Id.* at ¶ 12.

14. Integrity submitted its quote on February 11, 2011. Integrity calculated its FFP for the quote by entering labor rates in the GSA-supplied tables described above. On February 15, 2011, GSA accepted Integrity’s quote, which consisted of \$1,231,938.16 for the base year and \$5,161,569.62 including all option periods. In GSA’s Notice of Award letter, GSA stated: “Please be advised that the initial obligated amount under this contract is \$102,661.51. The remaining balanced [sic] in the amount \$1,129,276.65 is hereby subject to the availability of FY11 funds.” The SOW incorporated FAR 52.232-18 Availability of Funds. *See* SOW at ¶ 17.

15. GSA’s formal Order for Supplies and Services dated February 18, 2011 stated (at 3): “The Statement of Work has been included in the task order.”

16. Over the course of performance, GSA issued 14 modifications to the Task Order, the first of these on March 2, 2011. Several of the modifications incrementally funded the Task Order. In addition, some of the modifications added or removed labor categories from the Task Order, when GSA anticipated a change in its requirements. *See, e.g.*, Mod 3 (removing labor category “Senior Management Consultant III”); Mod 5 (adding labor category “Sr. Analyst”).

17. On December 20, 2012, GSA emailed Integrity a document titled “SOW Integrity REVISED 12-2012,” in which GSA unilaterally revised the RFQ portion of the original

RFQ/SOW document to remove certain labor categories in option years 2 and 3. *See* Rev. SOW at ¶ 3. GSA asked Integrity to submit a new quote by December 21, 2012. In addition, the revised SOW reduced the Contract Close-Out performance metric to “35 contracts per month, per close-out specialist (unless specified otherwise by COR).” *Id.* at ¶ 8.

18. Integrity’s invoicing procedure for more than three years of Task Order performance was to submit monthly invoices to GSA for each month’s *pro rata* portion of Integrity’s overall FFP (as modified by certain Task Order modifications, described above). In other words, to determine each month’s invoice amount, Integrity simply used the FFP to be paid over the course of the year and divided that figure by 12. Integrity represented to GSA that it would employ this procedure, and GSA did not object. Indeed, GSA proceeded to make payments under the procedure for more than three years.

19. In mid-2013, Ms. Williams informed Integrity that she would be exercising her FMLA right to medical leave from July 2, 2013 to September 3, 2013. In accordance with the SOW requirement to notify GSA of employees’ sick leave, Integrity communicated this absence prospectively to GSA. *See* SOW at ¶ 8(e). In October 2013, Ms. Williams informed Integrity that she required a second surgery and would have to re-exercise her FMLA rights. Integrity again notified GSA prospectively of Ms. Williams’ absence and expressed Integrity’s intent to assign existing personnel to fill Ms. Williams’ role. GSA did not respond to these communications and expressed no concern regarding the Task Order’s staffing.

20. Also during contract performance, in October 2013, the federal government shut down as a result of a Congressional budgetary impasse. Integrity staff was not permitted to enter government facilities during the period of the shutdown. Although Integrity inquired with GSA several times about the effect of the shutdown on Integrity’s billing under the Task Order, which



already was funded for the period of the shutdown, GSA did not respond to these inquiries either. During the shutdown, Integrity maintained its readiness to perform and continued to pay its personnel assigned to the Task Order their regular wages. Integrity submitted full invoices for the periods covering Ms. Williams' absence and the government shutdown, which GSA paid.

21. In the Final Decision dated April 14, 2014, GSA alleges that it overpaid Integrity for each of these periods. Specifically, GSA alleges that it overpaid Integrity \$110,036.48 in connection with Ms. Williams' medical leave and \$34,764.48 in connection with the government shutdown. GSA has not alleged that Integrity failed to satisfy any of the Task Order's 95 percent-AQL performance metrics, nor has GSA expressed any dissatisfaction with Integrity's performance under the Task Order. GSA also has not alleged that Integrity failed to provide GSA any notice required under the Task Order.

## **CLAIMS FOR RELIEF**

### **COUNT I**

#### **(Wrongful Demand for Payment – Medical Leave Absence)**

1. Paragraphs 1 through 21 are incorporated herein by reference as if set forth in full.
2. The Task Order listed several tasks that Integrity was responsible for performing (*see* SOW at ¶ 5) and gave GSA the option of requesting certain deliverables (*id.* at ¶ 7). Moreover, the Task Order included several "Performance Measures," which required Integrity to meet a high performance standard of 95 percent AQL, as evaluated by GSA. *Id.* at ¶ 8. Indeed, these Performance Measures included a further defined deliverable – the number of contracts that Integrity was required to close out per month. *Id.*
3. The Task Order clearly provided that *Integrity* "shall determine the number of employees necessary for efficient performance of this contract . . . ." SOW at ¶ 12. The Task Order further provided a mechanism for GSA to remain apprised of any employee absences –

*i.e.*, “The contractor will be required to notify the COR of their employee's annual and sick leave and scheduled days-off.” *Id.* at ¶ 8.

4. GSA’s administration of the Task Order – specifically its issuance of various modifications that reduced the number of employees staffed to the Task Order – demonstrates that when GSA anticipated reductions in its future labor requirements, it imposed deductive changes to the Task Order in response. Here, GSA elected *not* to effect any such change, despite being fully notified of Ms. Williams’ absence. GSA’s current demand for reimbursement, thus, violates the basic principles behind firm-fixed price contracting. *See* FAR 16.202-1 (“This contract type places upon the contractor maximum risk and full responsibility for all costs and resulting profit or loss.”) Having failed to assert any change in its labor requirement, GSA cannot now attempt to penalize Integrity for efficient and successful performance of the Task Order.

5. Thus, GSA’s demand for payment as to amounts associated with Ms. Williams’ FMLA leave is wrongful and should be denied.

**COUNT II**  
**(Wrongful Demand for Payment – Government Shutdown)**

6. Paragraphs 1 through 21 are incorporated herein by reference as if set forth in full.

7. The Task Order listed several tasks that Integrity was responsible for performing (*see* SOW at ¶ 5) and gave GSA the option of requesting certain deliverables (*id.* at ¶ 7).

Moreover, the Task Order included several “Performance Measures,” which required Integrity to meet a high performance standard of 95 percent AQL, as evaluated by GSA. *Id.* at ¶ 8. Indeed, these Performance Measures included a further defined deliverable – the number of contracts that Integrity was required to close out per month. *Id.*

8. Integrity met all of its performance requirements under the Task Order and therefore is entitled to its agreed-upon firm-fixed price. Moreover, Integrity maintained its readiness to perform throughout the shutdown and continued to pay its personnel assigned to the Task Order their regular wages.

9. Thus, GSA's demand for payment as to amounts associated with the government shutdown is wrongful and should be denied.

**PRAYER FOR RELIEF**

WHEREFORE, Integrity respectfully requests that the Board sustain this appeal and grant the following relief:

- (a) On Count I, deny GSA's wrongful demand for payment;
- (b) On Count II, deny GSA's wrongful demand for payment;
- (c) Award costs of suit, including reasonable attorneys' fees as permitted by law; and
- (d) Award such other and further relief as this Board may deem proper.

Date: June 30, 2014

Respectfully submitted,

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Counsel of Record for Appellant,

***INTEGRITY MANAGEMENT CONSULTING, INC.***

**CERTIFICATE OF SERVICE**

I certify that a copy of this Complaint was served by e-mail on June 30, 2014 upon:

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**(b) (6)**

IN THE CIVILIAN BOARD OF CONTRACT APPEALS

_____	)	
INTEGRITY MANAGEMENT	)	
CONSULTING, INC.,	)	
	)	
Appellant,	)	CBCA 3873
	)	(Judge Daniels)
	)	
v.	)	Mediation
	)	(Judge Vergilio)
GENERAL SERVICES	)	
ADMINISTRATION,	)	
	)	
Respondent.	)	
_____	)	

**APPELLANT’S MEDIATION BRIEF**

Pursuant to Civilian Board of Contract Appeals (“CBCA”) Rule 54 and the Board’s Order of September 29, 2015, Appellant Integrity Management Consulting, Inc. (“Integrity”), through its undersigned counsel, submits this Mediation Brief in advance of the mediation scheduled for November 19-20, 2015.

**I. INTRODUCTION**

At its core, this appeal of a Government claim<sup>1</sup> for \$144,800.96 involves two issues of contract interpretation: (1) first, whether the Task Order No. GS-P-00-11-CY-0012 (“Task Order”) was a Firm-Fixed Priced (“FFP”) contract, as stated on the face of the Task Order; and (2) if so, whether Integrity was entitled to invoice Respondent the General Services Administration (“GSA”) for Integrity’s standard, fixed, monthly amount during (a) the period in which one of the employees assigned to the Task Order was exercising her right to leave under

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<sup>1</sup> It bears mention, at the outset, that because this is an appeal of a Government claim, GSA ultimately would have the burden of proof at trial. *See, e.g., Appeals of Eyak Servs., LLC*, ASBCA No. 58556, 14-1 B.C.A. ¶ 35,570 (Apr. 1, 2014) (“Because these appeals are from government claims, the government bears the burden of proof.”).

the Family and Medical Leave Act (“FMLA”), and (b) during the period of the Government Shutdown in October of 2013 (the “Shutdown”). Because the Task Order was for a firm-fixed price and because Integrity fully satisfied all of the Task Order’s requirements and did so “Exceptionally,”<sup>2</sup> Integrity was entitled to its full monthly invoice amount during the periods identified above and, therefore, it was improper for GSA to issue a Final Decision demanding payment of \$144,800.96.

The Task Order Statement of Work (“SOW”) provided, under “Contract Type”: “The contractor shall be performing under a ***firm-fixed price type contract***.” See Rule 4 File Tab 4 (SOW) at ¶ 16 (emphasis added). The contemporaneous statements of GSA’s warranted contracting officers (“COs”) during the performance of this Task Order further confirm that this was an FFP contract. On December 17, 2012, CO Theresa Weikel and CO Collette Scott discussed the Task Order and concluded that it was a FFP contract. Ms. Weikel: “There seems to be some discussion as to the type of order issued firm-fixed price vs. labor hours. ***My review of the contract file is firm-fixed price***. Do you concur?” USA000057. Ms. Scott: “***Yes. I concur.***” *Id.*

Throughout the period of performance, Integrity acted consistently and transparently invoiced GSA on a monthly basis for 1/12<sup>th</sup> of the annual contract value. In other words, to determine each month’s invoice amount, Integrity simply used the FFP to be paid over the course

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<sup>2</sup> Integrity’s only CPARS report for this Task Order reflects all ratings of “Exceptional.” IMC01786-87. CO Theresa Weikel states in the CPARS report: “Given what I know today about the Contractor’s ability to execute what they promised in their proposal, ***I definitely would award to them today given that I had a choice.***” IMC01787 (emphasis added). During depositions, none of the three contracting officers assigned to this Task Order expressed any concern regarding the quality of Integrity’s performance. Indeed, the original CO, Collette Scott, testified that Integrity’s employees performing the Task Order were “so well trained and well equipped that we wanted to keep them” and “***outstanding, outstanding employees or contractors.***” Scott Dep. at 52:7-18.

of the year and divided it by 12. GSA did not object to this procedure, and GSA proceeded to make payments under the procedure for *more than three years*. Before this dispute arose, GSA had paid each of 40 invoices submitted by Integrity under this Task Order, including the invoices covering the periods of the FMLA leave and Shutdown in question.

Turning to the events underlying this dispute: In mid-2013, Integrity employee Doris Williams informed Integrity that she would be exercising her FMLA right to medical leave from July 2, 2013 to September 3, 2013. In accordance with the SOW requirement to notify GSA of employees' sick leave, Integrity communicated this absence prospectively to GSA. *See, e.g.*, Beckett Dep. at 42:3-8 (stating "I was aware that Doris Williams was out on – going to be out on leave on two different occasions for an extended period of time. . . . She told me. And she told Laurie Schimmel."). In October 2013, Ms. Williams informed Integrity that she required a second surgery and would have to re-exercise her FMLA rights. Integrity again notified GSA prospectively of Ms. Williams' absence and expressed Integrity's intent to assign existing personnel to fill Ms. Williams' role. *See, e.g.*, USA001111 (Email from John Coombs/Integrity to Cynthia Beckett and T. Weikel/GSA dated Oct. 29, 2013 stating: "Integrity's employee, Doris Williams, supporting PBS under task order GS23FST001 GSP0011CY0012 has advised me that she must undergo surgery mid-November that will require 6 weeks or more of medical leave followed by physical therapy. Integrity does not want to impede PBS' operations during this time. I'd like to explore strategies with you to provide continued support to you during this absence perhaps by cross-training Clarence now to enable him to fill in during Doris' absence."). GSA did not respond to these communications and expressed no concern regarding the Task Order's staffing. GSA, aware that Ms. Williams was on leave and that Integrity had fulfilled its obligations during those periods, paid Integrity in full for each invoice.

Also during contract performance, in October 2013, the federal government shut down as a result of a Congressional budgetary impasse. Integrity staff was not permitted to enter government facilities during the period of the Shutdown. During the shutdown, Integrity maintained its readiness to perform and continued to pay its personnel assigned to the Task Order their regular wages. Had Integrity furloughed the employees, it may not have been able to resume performance upon receipt of GSA's notice of resumption of work. Integrity notified GSA of its intent to invoice its standard, monthly fixed-priced amount during the period of the Shutdown. *See, e.g.*, Rule 4 File Tab 20 (Integrity's Request for Equitable Adjustment dated October 25, 2013) at 1 ("Integrity plans to invoice the full monthly amount since there has been no change to the contract and all personnel performing on those line items were idled waiting government direction to resume work."). GSA, aware of the Shutdown and that Integrity immediately resumed work following the Shutdown, paid Integrity's invoice in full.

In the Contracting Officer's Final Decision ("Final Decision") dated April 14, 2014, GSA alleges that it "mistakenly" overpaid Integrity for each of these periods. *See* Rule 4 File Tab 32 at 5. Specifically, GSA alleges that it overpaid Integrity \$110,036.48 in connection with Ms. Williams' medical leave and \$34,764.48 in connection with the government shutdown. *Id.* GSA's position is unreasonable and unsupportable. GSA is not entitled to a reduction in Integrity's invoice amounts based on actual hours of work performed. Moreover, and in the alternative, having paid Integrity's invoices under the same FFP treatment – which was fully disclosed to GSA – for more than three years of Task Order performance, GSA has waived its present interpretation of the Task Order or otherwise established a course of dealing or course of performance supporting Integrity's interpretation.



## II. RELEVANT FACTUAL BACKGROUND

On February 3, 2011, GSA issued the RFQ, which GSA also identified as the SOW, to supply contractor support to assist GSA with the formulation and administration of government contracts. *See* Rule 4 File Tab 4 (SOW) at ¶¶ 1-2. The SOW featured a base year and three option years to run potentially through February 17, 2015. *Id.* at ¶ 4.

The SOW provided, under “Contract Type”: “The contractor shall be performing under a *firm-fixed price* type contract.”<sup>3</sup> *Id.* at ¶ 16 (emphasis added). *See also id.* at ¶ 3.

Several aspects of the RFQ/SOW document logically functioned as the Task Order’s work statement – such as a list of tasks, deliverables and performance measures. *Id.* at ¶¶ 5, 7-8. However, one major component of the document – Clause No. 3 – apparently was included for bidding purposes only. Specifically, Clause No. 3 of the document featured a series of four tables – one for the base year and one for each option year of the Task Order – in which GSA identified labor categories listed in the BPA and specified a quantity of hours – 1,995 hours – next to each.<sup>4</sup> *Id.* at ¶ 3. In calculating the FFP for its quote, Integrity was required to provide the labor rates associated with each category of labor identified by GSA. *Id.*

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<sup>3</sup> As discussed below, both parties ostensibly agree that the Task Order was “FFP,” but GSA has sought unreasonably to re-define “FFP” in this case to involve a price dependent on actual hours of labor performed. Indeed, GSA’s interpretation would render Integrity’s FFP neither firm nor fixed.

<sup>4</sup> GSA contends that 1,995 hours was itself a Task Order requirement and that, if Integrity did not perform 1,995 hours per labor category, Integrity was required to reduce its invoices on a *pro rata* basis according to the actual number of hours performed. As described below, GSA officials have struggled to differentiate this interpretation of the Task Order from a labor hour contract. Integrity, by contrast, asserts that 1,995 hours per labor category was an *estimated quantity used for bidding purposes only*, and used to develop Integrity’s FFP. Indeed, Integrity asserts that this treatment is the only treatment consistent with an FFP contract. The foregoing difference between GSA’s and Integrity’s positions on this issue is at the heart of this appeal. Ms. Scott, the contracting officer who drafted the RFQ, testified that 1,995 hours was an “estimate . . . a government estimate.” Scott Dep. at 57:19-22; *see also id.* at 80-81.

The SOW provided that the contractor's tasks under the Task Order would include Project Management, Acquisition Support, Contract Close-Out and Unique Situations. *Id.* at ¶ 5. The SOW also required the contractor to provide, at the request of the Contracting Officer's Representative ("COR"), monthly status reports as deliverables. *Id.* at ¶ 7. The SOW further specified a list of five "Performance Measures," which required the contractor to meet an Acceptable Quality Level ("AQL") of 95 percent, as evaluated by GSA. *Id.* at ¶ 8. The Performance Measures included: (a) Formulation of Pre-Award Documentation, (b) Preparation of Post-Award Documentation, (c) Contract Close-Out, (d) Customer Relations and (e) Contract Work Schedule. *Id.* Under Contract Close-Out, the SOW specified that the contractor was responsible for closing out "a minimum of 75 contracts per month, per close-out specialist (unless specified otherwise by COR)." *Id.* As described below, GSA subsequently reduced this requirement to 35 contracts per month, per close-out specialist.<sup>5</sup> Under Contract Work Schedule, the SOW provided: "The contractor will be required to notify the COR of their employee's annual and sick leave and scheduled days-off." *Id.*

Under Clause No. 12, titled "Staffing of Contractor Employers [sic]," the SOW provided: "The contractor and its subcontractors shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work." *Id.* at ¶ 12.

Integrity submitted its quote on February 11, 2011. *See* Rule 4 File Tab 5. Integrity calculated its FFP for the quote by entering labor rates in the GSA-supplied tables described

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<sup>5</sup> Although GSA counsel has asserted at times during this litigation that the Task Order had *no* hard requirements other than, in GSA's view, hours of performance and number of personnel, each of the contracting officers testified during their depositions that Clause Nos. 5, 7 and 8 listed Task Order requirements. *See, e.g.,* Scott Dep. at 85-87; Beckett Dep. at 91-93; Weikel Dep. at 65-66.

above. *Id.* On February 15, 2011, GSA accepted Integrity's quote, which consisted of an FFP of \$1,231,938.16 for the base year and \$5,161,569.62 including all option periods. *See* Rule 4 File Tab 6.

Over the course of performance, GSA issued 14 modifications to the Task Order, the first of these on March 2, 2011. Several of the modifications added or removed labor categories from the Task Order, when GSA anticipated a change in its requirements. *See, e.g.*, Rule 4 File Tab 9 (Task Order Mod. 3, which removed the labor category "Senior Management Consultant III"); Rule 4 File Tab 11 (Task Order Mod. 5, which added the labor category "Sr. Analyst").

On December 20, 2012, GSA emailed Integrity a document titled "SOW Integrity REVISED 12-2012," in which GSA unilaterally revised the RFQ portion of the original RFQ/SOW document to remove certain labor categories in option years 2 and 3. *See* Rule 4 File Tab 34 (Rev. SOW) at ¶ 3. Recognizing the FFP nature of the Task Order, GSA asked Integrity to submit a new quote by December 21, 2012 (indeed, GSA requested a revised quote from Integrity each time it issued a change to Task Order). *Id.* (Email from C. Scott/GSA to Integrity dated Dec. 20, 2012). In addition, the revised SOW reduced the Contract Close-Out performance metric to "35 contracts per month, per close-out specialist (unless specified otherwise by COR)." *Id.* at ¶ 8.

Integrity's invoicing procedure for more than three years of Task Order performance was to submit monthly invoices to GSA for each month's portion of Integrity's overall annual FFP (as modified by certain Task Order modifications, described above). In other words, to determine each month's invoice amount, Integrity simply used the FFP to be paid over the course of the year and divided it by 12. GSA did not object to this procedure, and GSA proceeded to make payments under the procedure for more than three years.

GSA alleges that it overpaid Integrity \$110,036.48 in connection with Ms. Williams' medical leave and \$34,764.48 in connection with the government shutdown. *See* Rule 4 File Tab 32 at 5. GSA has not alleged that Integrity failed to satisfy any of the Task Order's 95 percent-AQL performance metrics, nor has GSA expressed any dissatisfaction with Integrity's performance under the Task Order. *See* n.2 above. GSA also has not alleged that Integrity failed to provide GSA any notice required under the Task Order.

### **III. ARGUMENT**

This appeal involves two straightforward issues: (1) whether the Task Order was actually an FFP contract, as stated on the face of the Task Order, or effectively a labor-hour ("LH") task order; and (2) if so, whether Integrity was entitled to invoice GSA for Integrity's standard, fixed, monthly amount during (a) the period in which Ms. Williams exercised her right to FMLA leave, and (b) during the period of the Shutdown.

#### **a. GSA Admits the Task Order Was "Firm-Fixed Priced"**

With regard to the first issue, both parties ostensibly accept that this was an "FFP" task order but, for GSA, the FFP designation is merely a question of semantics. GSA has sought to re-define "FFP" in this case to involve a price dependent on actual hours of labor performed – in other words an LH contract.<sup>6</sup> Indeed, GSA's interpretation fundamentally undercuts the very definition of an FFP contract, as the Task Order, according to GSA, would involve neither a firm

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<sup>6</sup> According to Federal Acquisition Regulation ("FAR") 16.202-1, an FFP contract "provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract. This contract type places upon the contractor maximum risk and full responsibility for all costs and resulting profit or loss. It provides maximum incentive for the contractor to control costs and perform effectively and imposes a minimum administrative burden upon the contracting parties." Under an LH contract, by contrast, the government acquires supplies or services based on: "Direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit." FAR 16.601(b)(1), 16.602.

nor a fixed price. The Task Order's FFP contract type, however, is not merely a superficial label but bears substantive legal meaning. Integrity invoiced the full monthly amount of its FFP for more than three years of Task Order performance and properly adjusted its FFP (and corresponding monthly invoices) to account for all contract modifications issued by GSA. Integrity never invoiced based on hours of work performed, nor was it required to.<sup>7</sup> GSA's current demand for reimbursement, thus, violates the basic principles of FFP contracting.<sup>8</sup> See FAR 16.202-1 ("This contract type places upon the contractor maximum risk and full responsibility for all costs and resulting profit or loss."). Having failed to modify the Task Order, GSA cannot now attempt to penalize Integrity for efficient and successful performance of the Task Order.

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<sup>7</sup> Notably, Ms. Scott testified that it was the COR's responsibility, not Integrity's, to track labor hours and "adjust" the Task Order invoices based on hours of work performed. Scott Dep. at 49:7-17, 123:2-16. Apparently GSA did not do this.

<sup>8</sup> Importantly, the depositions of the COs assigned to this Task Order over the course of Integrity's performance reflect that none of the COs could distinguish meaningfully between GSA's interpretation of the Task Order and an LH contract. CO Cynthia Beckett testified that she considers the Task Order to be FFP because "the labor rate is a firm-fixed price." Beckett Dep. at 139:19-20 *cf.* FAR 16.601(b)(1) (defining a T&M or LH contract as involving "Direct labor hours at specified fixed hourly rates . . ."). See also Scott Dep. at 53:19-54 ("Q: I'm wonder if its normal in your experience for a firm-fixed price contract to be based on hours of performance. A: Yes. As a matter of fact, that's most – 90 percent of our task orders are written that way. In my career, I have not had any contract other than a firm-fixed price task order. Q: Okay. Can you tell me, what is your understanding of the difference between a fixed price contract based on hours and either a labor hour or time and materials contract? A: That's a big – that's a hard question . . . Can I get some water and take a break?"; 55:6- 56:7 ("A: I definitely need the FAR, maybe, because that's the only way I can explain it. And since we don't have the FAR -- Q: Just your understanding of it . . . A: I interpret those types of acronyms with federal regulations, and I don't always put those words – put it in my own words because the FAR has exactly what each one of them mean. . . . Q: If I represented to you a contract whose price is based on hours of labor is a labor hours or time and materials type of contract, would that surprise you? A: No."); 110:6-10 ("Q: [H]ow can there be an estimated price associated with the firm-fixed price contract? A: Because the government is buying hours. And you have to estimate.")).

The Board should reject GSA's effort to re-define the requirements of the Task Order to depend on the actual hours of labor performed.

**b. GSA Has Waived Its Present Interpretation or Established a Course of Dealing or Course of Performance Supporting Integrity's Interpretation**

In addition, having actually paid Integrity's FFP invoices – none of which was based on hours of work performed – for more than three years of Task Order performance, including several option exercises, GSA has waived the interpretation of the Task Order that it now propounds or otherwise has firmly established a course of dealing or course of performance supporting Integrity's interpretation of the Task Order. "Waiver may be either express or implied." *Pub. Serv. Co. of Oklahoma v. United States*, 91 Fed. Cl. 363, 367 (2010) (citing *Am. Airlines, Inc. v. United States*, 77 Fed. Cl. 672, 681 (2007) ("A waiver need not be express, but may be inferred from a pattern of conduct.") (citations omitted), *aff'd*, 551 F.3d 1294 (Fed. Cir. 2008)).

In the government contract context, courts in the Federal Circuit have discerned four elements required to establish an implied or constructive waiver of contractual rights:

[When] the contractor is attempting to prove that it was entitled to deviate from the exact terms of the contract ..., a plaintiff must demonstrate four elements: (1) The [contracting officer] had notice that the work differed from contract requirements. (2) Action or inaction of the [contracting officer] indicated that the non-specification performance was acceptable. (3) The contractor relied on the [contracting officer]'s action or inaction. (4) It would be unfair to permit the Government to retract the waiver.

*Pub. Serv. Co. of Oklahoma*, 91 Fed. Cl. at 367 (quoting *Hannon Elec. Co. v. United States*, 31 Fed. Cl. 135, 147 (1994), *aff'd*, 52 F.3d 343 (Fed. Cir. 1995)). Even assuming, *arguendo*, that GSA's interpretation of the Task Order is correct (it is not), GSA: (1) clearly had notice of the events in question and Integrity's invoicing practice; (2) received and paid Integrity's invoices under that practice for years; (3) Integrity relied on GSA's "inaction" here; and (4) Integrity is

and has been prejudiced by GSA's effective retraction of any waiver. Thus, elements of waiver would be satisfied here. In a similar vein, particularly to the extent the Board might deem the Task Order ambiguous, the parties have established a course of dealing or course of performance in favor of Integrity's reasonable interpretation of the Task Order.

"The parties' contemporaneous construction of an agreement before a dispute arises, or practical construction based upon course of performance, are given weight in interpreting a contract's terms if they are unclear." *Gen. Dynamics C4 Sys., Inc.*, ASBCA No. 54988, 08-1 B.C.A. (CCH) ¶ 33779 (Jan. 25, 2008) (citing *Blinderman Constr. Co. v. United States*, 695 F.2d 552, 558 (Fed. Cir. 1982)). Further: "Where an agreement involves repeated occasions for performance by either party with knowledge of the nature of the performance and opportunity for objection to it by the other, any course of performance accepted or acquiesced in without objection is given great weight in the interpretation of the agreement." *Metro. Area Transit, Inc. v. Nicholson*, 463 F.3d 1256, 1260 (Fed. Cir. 2006) (citing Restatement (Second) of Contracts § 202(4)). Similarly, a "course of dealing" is established in case law as a "sequence of previous conduct between the parties to an agreement which is fairly to be regarded as establishing a common basis of understanding for interpreting their expressions and other conduct." *4J2R1c Ltd.*, GSBCA No. 15584, 02-1 B.C.A. (CCH) ¶ 31742 (Feb. 4, 2002) (quoting *Parris*, GSBCA No. 15512, 01-2 B.C.A. (CCH) ¶ 31629 (Sept. 25, 2001) (quoting Restatement (Second) of Contracts § 223))).

In addition to GSA's repeated payment of Integrity's invoices under the Task Order and exercise of several Task Order options, other important facts in the record strongly support the application of the doctrine of waiver here, or a course of dealing or performance that supports Integrity's interpretation of the Task Order.

First, and most revealing, the record reflects that GSA actually considered these *precise* issues of contract interpretation in 2012 but never directed Integrity to change its invoicing practices or otherwise raised any concerns with Integrity over Integrity's interpretation of the Task Order; instead, GSA extended the Task Order's period of performance for more than an additional year and continued to pay Integrity's invoices.

Specifically, a series of emails, attached as Exhibit A,<sup>9</sup> reflect an important internal GSA discussion over the course of several days in December 2012 involving at least the following GSA officials: COs Ms. Scott and Ms. Weikel, COR Tina Harmon, Senior Contracting Officer Laurie Schimmel, Contract Specialist Sharmel Lane, Office of Acquisition Management Chief of Staff Renee Given and Senior Acquisition Advisor Matthew Urnezis, who the COs identified as "rather high up" at GSA. Weikel Dep. at 34:24. Some of the highlights from this exchange include:

On December 13, 2012, Mr. Urnezis writes to Ms. Weikel: "Is this an LH (or T&M) contract? If it is a fixed price contract, what are the deliverables? I am not sure you can answer this question but do you have any idea how we can be running out of money?" USA000214. Ms. Weikel responds the same day, stating in part: "***I have reviewed the order and the line items are firm-fixed price.***" *Id.*

On December 17, 2012, Mr. Urnezis writes to Ms. Weikel and Ms. Schimmel:

In section 12, there is the following statement:

The contractor and its subcontractors shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work.

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<sup>9</sup> Exhibits A and B, appended hereto for ease of review, are a subset of the documents provided to the Board on November 2, 2015.



In Section 8, there is the following statement:  
Failure to meet the above performance measures may cause a 5% penalty on the invoice if services are not conformed in accordance with the Quality Assurance Surveillance Plan (QASP).

Question: Based upon the above, would I as the contractor be able to only furnish two people for the last month of the contract and save 33% of my cost but at most risk a 5% reduction in my payment received? If this is not the case, where is the language that prevents this from happening?

USA000270 (emphasis added). The record does not reflect that anyone at GSA answered this question.

Also on December 17, 2012, Ms. Weikel writes to Ms. Scott: “There seems to be some discussion as to the type of order issued: firm-fixed price vs. labor hours. ***My review of the contract file is firm-fixed price.*** Do you concur?” USA000057 (emphasis added). Ms. Scott replies: “***Yes. I concur.***” *Id.* Ms. Weikel then inquires: “Has the contractor invoiced the monthly amount or an hourly rate?” *Id.* The record does not contain a reply to this question.

Later on December 17, Mr. Urnezis – commenting on the exchange between Ms. Weikel and Ms. Scott, which Ms. Weikel appears to have forwarded to him – states:

This is interesting. Because it looks like we negotiated a modification based upon a reduction in staffing provided by Integrity. If months 3-12 shows \$85,743.08 it would imply we had the same support for those months. It will be important to see what Tina has as to what actual support was provided for each of those months.

USA000059 (emphasis added).

Thus, in 2012, GSA considered the *very same issues* of Task Order interpretation and Integrity’s invoicing practices that underlie this dispute. During her deposition, Ms. Weikel provided the following testimony about the foregoing email exchange:

Q: So is it fair to say in your estimation that at least as of December 2012, internally GSA has some questions regarding the interpretation of the task order?

A: I would say yes.

Q: And would you say internally GSA has some questions regarding the task order that implicate contractor invoicing under the task order?

A: Based on my read of this, yes.

Q: And do you know why this question and the -- these questions of interpretation were not resolved?

A: No.

Weikel Dep. at 188:23-189:11. Further:

Q: So is it fair to say that as of the end of 2012, this, quote, issue involving staffing or problem involving staffing was on GSA's radar?

A: Reading this, I'm going to say yes.

*Id.* at 200:10-13. *See also id.* at 208:24-209:2 (“Q: Okay. If I said to you colloquially that GSA was onto this issue back in 2012, would you agree? A: I would say yes. Reading this, yes.”).

This 2012 email exchange was in the context of addressing an apparent Task Order funding problem<sup>10</sup> and determining whether to exercise the next option on the Task Order. GSA indeed exercised the option, raising no concerns with Integrity, and, as stated, continued to extend Integrity’s performance through half of 2014. These facts also significantly bolster the argument that GSA either waived its present Task Order interpretation or otherwise established a course of dealing or course of performance that supports Integrity’s position.

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<sup>10</sup> The record suggests that one of GSA’s primary motivations in re-interpreting the Task Order to be based on labor hours performed may have been that GSA failed to secure the funding necessary for a fully-funded FFP contract, which may have raised internal concerns relating to the Anti-Deficiency Act (“ADA”). *See* FAR 32.7. *See, e.g.*, USA000055 (Internal GSA email from C. Scott to T. Weikel dated Dec. 17, 2012 stating: “It is my understanding from the COR and Matthew Urnezis that there is not enough funds to pay the monthly invoices for Integrity Management Consulting, Inc.”); USA000681 (Internal GSA email from S. Lane to T. Weikel dated Dec. 19, 2012 discussing the “reason there are insufficient funds to process Integrity’s invoice.”); Weikel Dep. at 190-97 (discussing the consequences of violating the ADA).

A further critical data point in this dispute is an email exchange and telephone conversation that occurred in January of 2013 among Ms. Weikel, Ms. Schimmel and Linda Baker of Integrity. This exchange is attached hereto as Exhibit B and also is described by Ms. Baker in her declaration submitted as Tab 43 of the Rule 4 File. On January 9, 2013, Ms. Weikel writes to Ms. Baker:

I received the following message from Laurie Schimmel regarding invoicing under the subject task order:

I have reviewed the invoicing to find why we are short funds. We reduced staff and money but no one ever reduced the *monthly amount* with the vendor.

*As you can see below, we paid the same price whether we had 6 people or 2.* Integrity never filled these positions, and no one went back to get revised pricing based on reduced staff levels.

USA000470 (emphasis added). Ms. Baker then requests a call with GSA. USA000469.

As Ms. Baker explains in her declaration:

On or about January 15, 2013, I participated in a teleconference call with Ms. Weikel and Laurie Schimmel from GSA's Washington, D.C. office to discuss Ms. Weikel's email of January 9, 2013.

During the call, I pointed out that the Task Order was for a firm-fixed price, that we had de-scoped the contract when directed to, and that we had been prepared to back-fill personnel during any absences. Ms. Weikel agreed that the Task Order was for a firm-fixed price and, as a result, agreed that Integrity did not owe GSA a refund.

Rule 4 File Tab 43 ¶¶ 10-11. Ms. Weikel confirmed the accuracy of Ms. Baker's account during her deposition. Weikel Dep. at 178:5 ("What's stated here is true.").

The record reflects that, following this call, Ms. Baker transmitted a spreadsheet to Ms. Weikel and Ms. Schimmel detailing the current "funding actions, invoicing and payments" under the Task Order. USA000469, 472. After reviewing this spreadsheet, Ms. Schimmel writes to

Ms. Weikel on January 16, 2013: “*I have verified the payments and invoices. We are in sync . . .*” USA000473 (emphasis added). Ms. Weikel forwarded this message to Ms. Baker/Integrity the same day. USA000910; *see also* Rule 4 File Tab 43, Ex. F.

GSA has no reasonable response to these facts, which also establish that GSA waived its present arguments or created a course of dealing or performance supporting Integrity’s interpretation.

**c. Case Law Supports Integrity’s Invoicing During the Shutdown**

With regard to the Shutdown, Integrity notified GSA of its intent to invoice its standard, monthly fixed-priced amount during the period of the Government Shutdown, and GSA in fact paid the invoice in question. The Task Order provides no invoicing increment other than months. If the Board agrees with the reasoning of the Armed Services Board of Contract Appeals in *Amaratek*, ASBCA No.59149, 15-1 B.C.A. ¶ 35,808 (Nov. 10, 2014), a case that is factually on-point, Integrity’s invoicing for the period of the Shutdown was entirely appropriate and required no reduction. *See Amaratek*, 15-1 B.C.A. ¶ 35,808 (“Here, the government relies upon a unit of work that the contract does not specify (days) instead of the unit of work that the contract specifies (months). Because the government ordered service for the month of October 2013, and received all the service it allowed appellant to provide during that month, it owes appellant the contract’s unit price for that service: \$58,947.”).

Even *if* the Board rejects the reasoning in *Amaratek*, Integrity should be allowed to recover the costs of its employees’ salaries during the Shutdown under other relevant precedent. *See, e.g., Raytheon Stx Corp.*, GSBCA No. 14296-COM, 00-1 B.C.A. ¶ 30,632 (Oct. 28, 1999) (“Respondent contends that these employee salary costs do not meet the test of reasonableness or allocability because these costs provided no benefit to the Government during the shutdown, since the employees[] performed no work on the contracts. . . . We disagree for two reasons.

First, maintaining skilled scientists and computer technicians capable of performing these contracts did benefit the Government by ensuring that these individuals remained available under the contracts after the shutdown was over. Second, labor costs for an idled workforce during a Government- caused suspension or delay have been recoverable in similar circumstances.”).

#### **IV. CONCLUSION**

The foregoing two straightforward issues are the only ones the Board needs to decide to resolve this dispute. This is and always should have been a simple case, as both Judge Pollack (originally assigned to this case) and Judge Daniels have stated during status conferences with the parties. GSA, however, has sought to transform this case into something far more complex, insisting on months of discovery, causing Integrity to expend significant time and resources. Moreover, during the pendency of this appeal, GSA initiated several administrative enforcement actions against Integrity pertaining to the exact issues before the Board (the two issues described above), including an audit by GSA’s Office of Inspector General (“IG Audit”) and a referral to GSA’s Suspension and Debarment Official (“SDO”). These unsuccessful<sup>11</sup> enforcement actions also caused Integrity to expend significant time and resources.

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<sup>11</sup> Integrity met with the GSA SDO and, to Integrity’s knowledge, addressed and resolved the SDO’s concerns. The SDO asked to be apprised of the outcome of this litigation. The IG Audit, which concluded in March of 2015, proved particularly counter-productive for GSA, as the IG auditors concluded, in relevant part: “We reviewed the invoices and found that the contractor did meet the requirements of FAR 52.212-4(g) based on the interpretation that the contractor was to bill the FFP amount on each invoice, regardless of the number of hours actually worked. Further, we noted that the contracting officer approved previous invoices submitted by the contractor in the same or similar format.” *See* IMC01618 (“Summary of Findings: Limited Scope Post Award Examination of Integrity Management Consulting, Inc.” dated March 23, 2015 at B-3). Surprisingly, GSA counsel stated to Judge Pollack that if this case goes to trial, he may call GSA’s own IG auditors as hostile witnesses.

Despite Integrity's belief that it has been treated unfairly throughout this process, Integrity accepts that the parties have very different present interpretations of the Task Order, and Integrity's goal remains to reach a fair and equitable resolution of this dispute.

Date: November 13,, 2015

*Of Counsel:*

John E. Jensen  
PILLSBURY WINTHROP SHAW PITTMAN, LLP  
1650 Tysons Blvd.  
McLean, VA 22102  
E-mail: [john.jensen@pillsburylaw.com](mailto:john.jensen@pillsburylaw.com)

Todd J. Cani  
PILLSBURY WINTHROP SHAW PITTMAN, LLP  
1200 Seventeenth Street N.W.  
Washington, DC 20036  
Phone: 202.663.8088  
E-mail: [todd.canni@pillsburylaw.com](mailto:todd.canni@pillsburylaw.com)

Respectfully submitted,

/s/ Alexander B. Ginsberg  
Alexander B. Ginsberg  
New York Bar No. 4484820  
D.C. Bar No. 979225  
PILLSBURY WINTHROP SHAW PITTMAN, LLP  
1650 Tysons Blvd.  
McLean, VA 22102  
Phone: 703.770.7521  
Fax: 703.770.7901  
E-mail: [alexander.ginsberg@pillsburylaw.com](mailto:alexander.ginsberg@pillsburylaw.com)

Counsel of Record for Appellant,  
***INTEGRITY MANAGEMENT CONSULTING, INC.***

**CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing was served by e-mail on November 13, 2015 upon:

John S. Tobey, Esq.  
Assistant General Counsel  
General Services Administration  
Office of the General Counsel  
1800 F Street, NW, 2012B  
Washington, DC 20405  
202-501-1762  
[john.tobey@gsa.gov](mailto:john.tobey@gsa.gov)

/s/ Alexander B. Ginsberg  
Alexander B. Ginsberg

# **EXHIBIT A**



From: Theresa Weikel - 3PQXA <theresa.weikel@gsa.gov>  
 To: Matthew Umezis - PGQ  
 Date: 12/13/2012 12:19:19 PM  
 Subject: Re: Re: Integrity October 2012 Invoice for ACT: PJ1P00048, \$85,743.08

Hi Matt,

I am available this afternoon. ♦What time would you like to talk?

I have reviewed the order and the line items are firm-fixed price. ♦I believe that Collette Scott made a copy of the file before sending it to me. ♦Would you be able to get the copy from Collette?

Regarding the funding question, Modification No. PA07 decobligated \$112,890.38. ♦Reason stated was "deobligation of access funding". ♦

Terry

On Thu, Dec 13, 2012 at 12:00 PM, Matthew Umezis - PGQ <matthew.umezis@gsa.gov> wrote:

Theresa,

Would you have some time this afternoon to discuss the contract we have with Integrity for contract close out? ♦

I need to pull information together for Jennifer and your input and insight into the contract would be very appreciated.

Is this a LH (or T&M) contract? ♦if it is fixed price contract, what are the deliverables?

I am not sure you can answer this question but do you have any idea how we can be running out of money?

On Thu, Dec 13, 2012 at 11:19 AM, Regina Hunter - PGQC <regina.hunter@gsa.gov> wrote:

Matt,

The screen shot in the Funded Amount column show♦ the total ordered amount of the contract and at the bottom of it the outstanding amount give you the remaining balance. ♦  
 If I were to pay the invoice that Tina sent to me to process the contract will not have any funds left on it. ♦The last three invoices that I processed were approved by Tina.

Regina Hunter  
 GSA/Office of Organizational Resources  
 Contracts Division - PGB  
 1800 F Street, NW Rm 4302  
 Washington, DC 20405  
 202-501-9130 (office)  
 202-690-0697 (cell)  
 202-208-7413 (fax)

On Thu, Dec 13, 2012 at 6:58 AM, Matthew Umezis - PGQ <matthew.umezis@gsa.gov> wrote:

Let's get this resolved quickly.

Tina,

By noon, would you please:

- 1) confirm that you are the COTR for this contract♦
- 2) provide the scope of this contract (is it for close-outs or for support to PGQA)
- 3) obtain copies of the last three months of invoices as well as the current invoice
- 4) obtain copies of the time sheets for each employee for the same time periods
- 5) obtain the labor rates for those individuals specified in the contract
- 6) any other information that would help resolve this situation

Regina,

By noon, would you please:

- 1) Help me understand the Pegasys screen shot in the below e-mail. ♦I am interested in understanding what was the accepted amount vs the invoiced amount.
- 2) obtain a copy of the Pegasys records for the last four months of what was requested by the contractor each month and what was accepted by the government each month, and who did the acceptance for the government each month.
- 3) any other information that would help resolve this situation

Thank you everyone!

On Wed, Dec 12, 2012 at 5:33 PM, Jennifer Smith - PGQA <jennifer.smith@gsa.gov> wrote:

Matt- ♦Can you pls assist...♦

On Wed, Dec 12, 2012 at 4:39 PM, Collette Scott - PGQC <collette.scott@gsa.gov> wrote:

Jennifer

Please advise..

----- Forwarded message -----

From: "Regina Hunter - PGQC" <regina.hunter@gsa.gov>  
 Date: Dec 12, 2012 4:30 PM  
 Subject: Re: Integrity October 2012 Invoice for ACT: PJ1P00048, \$85,743.08  
 To: "Tina Harmon - PGQC" <tina.harmon@gsa.gov>  
 Cc: "Collette Scott - PGQC" <collette.scott@gsa.gov>

Tina,♦

Just want to let you know that there is only \$85,743.06 left on this contract. ♦You will not have enough money to pay next month invoice.♦

5/5/2015

USA000214

Header Amount Details - Windows Internet Explorer provided by Gener...

https://ovs-gsa.gov/momex/Controller

File Edit View Favorites Tools Help

☆ Favorites | ☆ GSA InSite Home | http://insite.gsa.gov | Suggested Sites | ☆ GSA InSite - GSA

☆ Add to Fav... | ☆ Header Amount Details | 13 | Page | Safety | Tools

Media

BAW Homep...

BirthdayAlar...

Blacks In Go...

Cardid Imag...

Capital Jazz ...

CareerDevPr...

CFO Consoli...

Bluefly at Dis...

CFO Insite. E...

City of Hamp...

conruisedirec...

District of Co...

eMarsdith M...

E2 Travel

Elk Lodge

Evite

Express A Pu...

FEDdesk

Federally Em...

FI-IA Loan Re...

First Priority ...

Fox 5 News ...

See Suggested Si...

Workflow Status | Approved History

Expand All | Collapse All

Printed Totals -

Ordered Amount:	\$2,163,206.59
Applied Credit Amount:	\$0.00
Total Taxes Amount:	\$0.00
Net Amount:	\$2,163,206.59
Closed Amount:	\$2,097,463.53
Outstanding Amount:	\$65,743.06

Return to Top

Printed Referenced Amounts

Accepted Amount:	\$197,229.24
Invoiced Amount:	\$1,840,234.29
Prepaid Amount:	\$0.00
Outstanding Advance Amount:	\$0.00
Expended Amount:	\$1,840,234.29
Refunded Amount:	\$0.00
Suspension Amount:	\$0.00

Return to Top

Cost Totals

Trusted Sites | 100%

Regina Hunter  
GSA/Office of Organizational Resources  
Contracts Division - PGE  
1800 F Street, NW Rm 4302  
Washington, DC 20405  
202-501-9130 (office)  
202-699-0662 (cell)  
202-208-7413 (fax)

On Mon, Nov 19, 2012 at 2:05 PM, Tina Harmon - PGQC <tina.harmon@gsa.gov> wrote:

Regina,  
this invoice is approved for payment.

Thanks

----- Forwarded message -----

From: Integrity Accounting <Accounting@integritymc.com>  
Date: Mon, Nov 19, 2012 at 11:17 AM  
Subject: Integrity October 2012 Invoice for ACT: PJ1P00048, \$85,743.08  
To: "tina.harmon@gsa.gov" <tina.harmon@gsa.gov>, Butch Jordan <bjordan@integritymc.com>

Attached is Integrity Management Consulting Inc.'s October 2012 invoice for order number PJ1P00048 in the amount of \$85,743.08. Please contact the task order's program manager, Butch Jordan, with any questions.

Thank you,

Integrity Accounting

Integrity Management Consulting, Inc.

1000 Corporate Bldg, Ste. 170  
McLean, VA 22102  
(P) 703-232-1754  
(F) 703-232-1753  
www.accounting@integritymc.com

Tina Harmon  
Contracting Officer  
General Services Administration  
Office of Organizational Resources  
Acquisition Services Division - PGE  
1800 F Streets NW - Room 4302  
Washington, DC 20405  
202-208-0616 - Office  
703-772-1492 - BlackBerry  
202-208-7413 - Fax  
tina.harmon@gsa.gov

"Character is doing the right thing when no one is watching"

5/5/2015

USA000215

---  
Jennifer Smith  
Acting Deputy Assistant Commissioner for Acquisition Management  
Work: ♦ ♦ (202) 501-4994  
Cell: ♦ ♦ (202) 577-3180

---  
Matthew Umazis (PGQ)  
Senior Acquisition Advisor  
(202) 501-0822

---  
Matthew Umazis (PGQ)  
Senior Acquisition Advisor  
(202) 501-0822

---  
Theresa J. Welkel  
Contracting Officer  
U.S. General Services Administration  
Acquisition Management Division (3PQXA)  
The Strawbridge Building, 9th Floor  
20 N. 8th Street  
Philadelphia, PA ♦ 19107  
Phone: ♦ 215-446-4524  
Cell: ♦ 215-205-6949  
Fax: ♦ 215-209-0522

5/5/2015

USA000216

From: Matthew Umezis - PGQ <matthew.umezis@gsa.gov>  
 To: Tina Harmon - PGQC  
 Date: 12/13/2012 12:32:46 PM  
 Subject: Re: Re: Integrity October 2012 Invoice for ACT: PJ1P00048, \$85,743.08

Tina,  
 Okay, tomorrow morning please provide the copies of the documents that support the hours we are being charged. ♦

On Thu, Dec 13, 2012 at 12:23 PM, Tina Harmon - PGQC <tina.harmon@gsa.gov> wrote:  
 Matt, ♦

I'm working from home today. ♦ This is a time & material contract.

On Thu, Dec 13, 2012 at 12:19 PM, Matthew Umezis - PGQ <matthew.umezis@gsa.gov> wrote:

Tina,  
 I thought we had a contract for a specific number of contractors. ♦ Could you please bring over the the documentation that shows we received the hours worked by that number of contractors?

On Thu, Dec 13, 2012 at 11:10 AM, Tina Harmon - PGQC <tina.harmon@gsa.gov> wrote:

Matt, ♦  
 Please find attached the invoices for Integrity Management.

On Thu, Dec 13, 2012 at 10:22 AM, Matthew Umezis - PGQ <matthew.umezis@gsa.gov> wrote:

Tina,  
 I will definitely talk with Collette and Lloyd when we have more information. ♦ The first step is to review the invoices I requested. ♦ Would you have copies of them? ♦ Then I need to see the documentation you used to approve the amount that was invoiced. ♦

Could I get that information by noon today?

On Thu, Dec 13, 2012 at 10:13 AM, Tina Harmon - PGQC <tina.harmon@gsa.gov> wrote:

Matt, ♦  
 I am only the COTR on paper, however, I only approved the invoices on this contract. ♦ Collette and Lloyd were involved in the administration of this contract, which ♦ also included the addition and removal of contract personnel as well as any modifications to add and/or deobligate funding. I was not made aware or involved with any actions on this contract.

Collette, should be able to provide you with the information you are requesting. I will provide you with all of the invoices I received from Integrity for the past three months.

On Thu, Dec 13, 2012 at 6:58 AM, Matthew Umezis - PGQ <matthew.umezis@gsa.gov> wrote:

Lets get this resolved quickly.

Tina,  
 By noon, would you please:  
 1) confirm that you are the COTR for this contract ♦  
 2) provide the scope of this contract (is it for close-outs or for support to PGQA)  
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 4) obtain copies of the time sheets for each employee for the same time periods  
 5) obtain the labor rates for these individuals specified in the contract  
 6) any other information that would help resolve this situation

Regina,

By noon, would you please:  
 1) Help me understand the Pegasys screen shot in the below e-mail. ♦ I am interested in understanding what was the accepted amount vs the invoiced amount.  
 2) obtain a copy of the Pegasys records for the last four months of what was requested by the contractor each month and what was accepted by the government each month, and who did the acceptance for the government each month.  
 3) any other information that would help resolve this situation

Thank you everyone!

On Wed, Dec 12, 2012 at 5:33 PM, Jennifer Smith - PGQA <jennifer.smith@gsa.gov> wrote:

Matt- ♦ Can you pls assist... ♦

On Wed, Dec 12, 2012 at 4:39 PM, Collette Scott - PGQC <collette.scott@gsa.gov> wrote:

Jennifer

Please advise..

----- Forwarded message -----

From: "Regina Hunter - PGQC" <regina.hunter@gsa.gov>  
 Date: Dec 12, 2012 4:30 PM  
 Subject: Re: Integrity October 2012 Invoice for ACT: PJ1P00048, \$85,743.08  
 To: "Tina Harmon - PGQC" <tina.harmon@gsa.gov>  
 Cc: "Collette Scott - PGQC" <collette.scott@gsa.gov>

Tina, ♦

Just want to let you know that there is only \$85,743.06 left on this contract. ♦ You will not have enough money to pay next month invoice. ♦

5/5/2015

USA000229

Header Amount Details - Windows Internet Explorer provided by Gener...

https://hhd.gsa.gov/invoice/Controller

File Edit View Favorites Tools Help

Favorites | GSA InSite Home | http://insite.gsa.gov | Suggested Sites | GSA InSite | GSA...

Add to Fav... x

Header Amount Details

OK Workflow Status Approval History

Expand All Collapse All

Funded Totals

Ordered Amount:	\$2,183,206.59
Applied Credit Amount:	\$0.00
Total Taxes Amount:	\$0.00
Net Amount:	\$2,183,206.59
Closed Amount:	\$2,097,463.53
Outstanding Amount:	\$85,743.06

Return to Top

Funded Reference Amounts

Accepted Amount:	\$1,859,234.29
Invoiced Amount:	\$1,859,234.29
Prepaid Amount:	\$0.00
Outstanding Advanced Amount:	\$0.00
Expanded Amount:	\$1,859,234.29
Refunded Amount:	\$0.00
Suspension Amount:	\$0.00

Return to Top

Cost Totals

See Suggested Sites

Trusted sites

100%

Regina Hunter  
GSA/Office of Organizational Resources  
Contracts Division - PGE  
1800 F Street, NW - Rm 4302  
Washington, DC 20405  
202-501-9130 (office)  
202-699-0692 (cell)  
202-208-7413 (fax)

On Mon, Nov 19, 2012 at 2:05 PM, Tina Harmon - PGQC <tina.harmon@gsa.gov> wrote:  
Regina,  
this invoice is approved for payment.

Thanks

----- Forwarded message -----

From: Integrity Accounting <Accounting@integritylmc.com>  
Date: Mon, Nov 19, 2012 at 11:17 AM  
Subject: Integrity October 2012 Invoice for ACT: PJ1P00048, \$85,743.08  
To: "tina.harmon@gsa.gov" <tina.harmon@gsa.gov>, Butch Jordan <bjordan@integritylmc.com>

Attached is Integrity Management Consulting Inc.'s October 2012 Invoice for order number PJ1P00048 in the amount of \$85,743.08. Please contact the task order's program manager, Butch Jordan, with any questions.

Thank you,

Integrity Accounting



Integrity Management Consulting, Inc.  
1600 Corporate Ridge, Ste. 170  
McLean, VA 22102  
Tel: 703-465-1324  
Fax: 703-232-1743  
www.computingintegrity.com

--

Tina Harmon  
Contracting Officer  
General Services Administration  
Office of Organizational Resources  
Acquisition Services Division - PGE  
1800 F Streets NW - Room 4302  
Washington, DC 20405  
202-208-0616 - Office  
202-772-1492 - BlackBerry  
202-208-7413 - Fax  
tina.harmon@gsa.gov

"Character is doing the right thing when no one is watching"

Jennifer Smith

5/5/2015

USA000230

Acting Deputy Assistant Commissioner for Acquisition Management  
Work: ♦♦ (202)-501-4994  
Cell: ♦♦ (202)-577-3190

---  
Matthew Umzeis (PGQ)  
Senior Acquisition Advisor  
(202) 501-0822

--  
Tina Harmon  
Contracting Officer  
General Services Administration  
Office of Organizational Resources  
Acquisition Services Division - P&E  
1800 F Streets NW - Room 4302  
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202-208-0616 - Office  
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202-208-7413 - Fax  
tina.harmon@gsa.gov

*"Character is doing the right thing when no one is watching"*

---  
Matthew Umzeis (PGQ)  
Senior Acquisition Advisor  
(202) 501-0822

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Tina Harmon  
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General Services Administration  
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202-208-0616 - Office  
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Senior Acquisition Advisor  
(202) 501-0822

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Tina Harmon  
Contracting Officer  
General Services Administration  
Office of Organizational Resources  
Acquisition Services Division - P&E  
1800 F Streets NW - Room 4302  
Washington, DC 20405  
202-208-0616 - Office  
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*"Character is doing the right thing when no one is watching"*

---  
Matthew Umzeis (PGQ)  
Senior Acquisition Advisor  
(202) 501-0822

5/5/2015

USA000231

From: Matthew Umezis - PGQ <matthew.umezis@gsa.gov>  
 To: Tina Harmon - PGQC  
 Date: 12/14/2012 2:59:55 PM  
 Subject: Re: Re: Integrity October 2012 Invoice for ACT: PJ1P00048, \$85,743.08

Tina,  
 No matter if the contract is fixed price or time and material. ♦ We need to know that "we got what we paid for". ♦ That means we need to be able to establish that the staff they provided was the number we required in the contract and that the hours they worked met the terms of the contract and was billed correctly.

So please let me know how you want to proceed to validate that we received what we contracted for in terms of people and hours they worked?

On Fri, Dec 14, 2012 at 2:28 PM, Tina Harmon - PGQC <tina.harmon@gsa.gov> wrote:

Matt, ♦

I do not have this information. ♦ It was my understanding from the beginning of this contract that it was time and material and after speaking with Integrity they were/are under the same impression. ♦ If this information was changed through a modification I was not made aware of it.

On Fri, Dec 14, 2012 at 2:13 PM, Matthew Umezis - PGQ <matthew.umezis@gsa.gov> wrote:

Tina,  
 Could you please update me on the status of providing the documentation which establishes that the contractor furnished the correct number of staff and for the full amount of time required? ♦ I need to see this data for the last 4 months.

On Thu, Dec 13, 2012 at 1:31 PM, Matthew Umezis - PGQ <matthew.umezis@gsa.gov> wrote:

Tina,  
 In the contract we have specified the number of FTEs the contractor is to provide and the number of hours they are to work and the cost per hour for their labor. ♦ How did we establish each month that we received the number of people, the number of hours and what the cost per hour was? ♦ Where is this documentation to establish that we receiving these hours? ♦

On Thu, Dec 13, 2012 at 12:55 PM, Tina Harmon - PGQC <tina.harmon@gsa.gov> wrote:

Matt, ♦

Can you please call me 703-772-1492, Im not sure what else you are looking for?

On Thu, Dec 13, 2012 at 12:32 PM, Matthew Umezis - PGQ <matthew.umezis@gsa.gov> wrote:

Tina,  
 Okay, tomorrow morning please provide the copies of the documents that support the hours we are being charged. ♦

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Lets get this resolved quickly.

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Matt- ♦ Can you pls assist... ♦

On Wed, Dec 12, 2012 at 4:39 PM, Collette Scott - PGQC <collette.scott@gsa.gov> wrote:

Jennifer

Please advise..

----- Forwarded message -----

From: "Regina Hunter - PGQC" <regina.hunter@gsa.gov>  
 Date: Dec 12, 2012 4:30 PM  
 Subject: Re: Integrity October 2012 Invoice for ACT: PJ1P00048, \$85,743.08  
 To: "Tina Harmon - PGQC" <tina.harmon@gsa.gov>

5/5/2015

Cc: "Collette Scott - PGCC" <collette.scott@gsa.gov>

Tina, 

Just want to let you know that there is only \$85,743.06 left on this contract. ♦ You will not have enough money to pay next month invoice. ♦

Header - Windows Internet Explorer provided by Gen...

http://www.pegasys.com/

File Edit View Favorites Tools Help

☆ Favorites | ☆ USA Indiana | ☆ http://india.pegasys.com/Suggested Sites | ☆ USA Indiana - USA ...

☆ Add to Favorites | ☆ http://india.pegasys.com/ | ☆ USA Indiana - USA ...

☆ Favorites [F...]

☆ Home

☆ About Us

☆ Products

☆ Services

☆ Contact Us

☆ Partners

☆ PEGASYS

☆ Financial Totals

Grossed Accounts	\$1,123,750.00
Applied Credit Accounts	\$9.00
Total Taxes	\$6.00
Risk Amount	\$2,000,000.00
Closed Amount	\$3,000,000.00
Outstanding Amounts	\$10,000,000.00
Service Fee	

☆ Financial Performance Analysis

Invoiced Amounts	\$1,123,750.00
Invoiced Accounts	10,000,000.00
Payable Amounts	\$6.00
Outstanding Accounts	\$2,000,000.00
Suspended Accounts	\$1,000,000.00
Suspended Amounts	\$6.00
Service Fee	

☆ Core Totals

☆ Trusted sites

Regime Hunter  
GSA/Office of Organizational Resources  
Contracts Division - PCB  
1800 P Street, NW Rm 4302  
Washington, DC 20406  
202-501-9130 (office)  
(b) (6) (b) (7)(D)  
202-238-7413 (fax)

On Mon, Nov 19, 2012 at 2:05 PM, Tina Harmon - PQQC <[tina.harmon@psa.gov](mailto:tina.harmon@psa.gov)> wrote:  
 Regina ☺

this invoice is approved for payment.

## Thanks

----- Forwarded message

From: Integrity Accounting <Accounting@integrityme.com>  
Date: Mon, Nov 19, 2012 at 11:17 AM  
Subject: Integrity October 2012 Invoice for ACT: P31P00049, \$85,743.08  
To: "tina.harmon@gsa.gov" <tina.harmon@gsa.gov>, Butch Jordan <jordan@integrityme.com>

Attached is Integrity Management Consulting Inc.'s October 2012 invoice. For order number RUM00048 in the amount of \$85,743.08. Please contact the local area program manager, Brian Jordan, with any questions.

Thank you.

**Integrity Accounting**  
 ◆  
 ◆  
**Integrity Management Consulting, Inc.**  
 2011 Corporate Plaza, Ste. 119  
 165 Lee, VA 23102  
 Tel: 703-336-3394  
 Of: 703-336-3746  
[www.convall.integrity.com](http://www.convall.integrity.com)

Tina Harmon  
Contracting Officer  
General Services Administration  
Office of Organizational Resources  
Acquisition Services Division - PSE  
1800 F Streets NW - Room 4302  
Washington, DC 20405  
(b) (6) is  
2 - Blackberry  
202-208-7413 - Fax  
tina.harmon@gsa.gov

*"Character is doing the right thing when no one is watching"*

**Jennifer Smith**  
Acting Deputy Assistant Commissioner for Acquisition Management

5/5/2015

USA000255



Work: (202) 501-4994  
(b) (6)

Matthew Umazis (PGO)  
Senior Acquisition Advisor  
(202) 501-0822

Tina Harmon  
Contracting Officer  
General Services Administration  
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(202) 501-0822

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202-208-7413 - Fax

5/5/2015

From: [Matthew Urnezis - PGQ <matthew.urnezis@gsa.gov>](mailto:Matthew.Urnezis-PGQ@gsa.gov)  
To: [Laurie Schimmel - PGQC](mailto:Laurie.Schimmel-PGQC@gsa.gov)  
[Theresa Weikel - 3PQXA](mailto:Theresa.Weikel-3PQXA@gsa.gov)  
Date: 12/17/2012 7:32:17 AM  
Subject: Re: Revised Integrity SOW

Laurie,  
I have added Terry to this e-mail on the proposed SOW.

**Item 1**

In section 12, there is the following statement:

The contractor and its subcontractors shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work.

In Section 8, there is the following statement:

Failure to meet the above performance measures may cause a 5% penalty on the invoice if services are not conformed in accordance with the Quality Assurance Surveillance Plan (QASP).

Question: Based upon the above, would I as the contractor be able to only furnish two people for the last month of the contract and save 33% of my cost but at most risk a 5% reduction in my payment received? ♦If this is not the case, where is the language that prevents this from happening?

**Item 2:**

Also in Section for a) and b) there is the following statement

**Timeliness and Quality: 95% Acceptable Quality Level (AQL)**

**Question:** What are the standards for when the work is on time and the standards for what the quality of the work needs to be? Who is responsible for tracking and measuring these results. For example, if a comma is missing in the document is that unacceptable quality.

**Item 3:**

Finally, wouldn't the PR come from your division as the requisitioning office?

On Sun, Dec 16, 2012 at 10:47 PM, Laurie Schimmel - PGQC <[laurie.schimmel@gsa.gov](mailto:laurie.schimmel@gsa.gov)> wrote:

Attached is a revised sow for Integrity. ♦We need revised costing to reflect the eliminated positions and fill one vacant position.

Let me know whom is doing the pr to send to region 3.

—

Laurie Schimmel  
Senior Contracting Officer  
GSA, PGQC  
Office of Organizational Resources  
1800 F St., NW  
Washington, DC 20405  
[\(202\) 501-2977](tel:(202)501-2977) (w)  
Fax: ♦202.208.7413  
[Laurie.Schimmel@gsa.gov](mailto:Laurie.Schimmel@gsa.gov)

Notice: This communication is only for above named addressee(s). If you are not an intended recipient, please email sender and destroy original message and any attachments without copying or distributing. ♦Thank you.

—

Matthew Urnezis (PGQ)  
Senior Acquisition Advisor

5/5/2015

From: Theresa Weikel - 3PQXA <theresa.weikel@gsa.gov>  
To: Collette Scott - PGQC  
Date: 12/17/2012 9:29:31 AM  
Subject: Re: Integrity Management Consulting, Inc. Task Order No. GS-P-00-CY-0012

Ms. Scott,

There seems to be some discussion as to the type of order issued: ♦firm-fixed price vs. labor hours. ♦My review of the contract file is firm-fixed price. ♦Do you concur? ♦Thanks.

On Mon, Dec 17, 2012 at 9:24 AM, Collette Scott - PGQC <collette.scott@gsa.gov> wrote:  
Good Morning Ms. Weikel, ♦

It is my understanding from the COR and Matthew ♦Urnezis that there is not enough funds to pay the monthly invoices for Integrity Management Consulting, Inc. ♦Please contact me if you need my support. ♦♦

Collette Scott  
Senior Contract Specialist/Contracting Officer  
Office of Acquisition Management  
Center for Acquisition Services (PGEB)  
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Washington, DC 20405  
202-501-9154  
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202-208-7413(FAX)

Theresa J. Weikel  
Contracting Officer  
U.S. General Services Administration  
Acquisition Management Division (3PQXA)  
The Strawbridge Building, 9th Floor  
20 N. 8th Street  
Philadelphia, PA ♦19107  
Phone: ♦215-446-4524  
(b) (6)  
Fax: ♦215-209-0522

5/5/2015

USA000055

From: Collette Scott - PGQC <collette.scott@gsa.gov>  
To: Theresa Weikel - 3PQXA  
Date: 12/17/2012 9:30:35 AM  
Subject: Re: Integrity Management Consulting, Inc. Task Order No. GS-P-00-CY-0012

Yes, I concur.

Collette Scott  
Senior Contract Specialist/Contracting Officer  
Office of Acquisition Management  
Center for Acquisition Services (PGEB)  
1800 F Street NW, Rm 4313  
Washington, DC 20405  
202-601-9154

(b) (6)

202-208-7413(FAX)

On Mon, Dec 17, 2012 at 9:29 AM, Theresa Weikel - 3PQXA <theresa.weikel@gsa.gov> wrote:  
Ms. Scott,

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Fax: ♦215-209-0522

5/5/2015

USA000056

From: Theresa Weikel - 3PQXA <[theresa.weikel@gsa.gov](mailto:theresa.weikel@gsa.gov)>  
To: Collette Scott - PGQC  
Date: 12/17/2012 10:10:26 AM  
Subject: Re: Integrity Management Consulting, Inc. Task Order No. GS-P-00-CY-0012

The base order and Modification Nos. PS01 thru PS05 refer to monthly amounts the contractor should be invoicing for payment. ♦

Modification No. PO06 exercised Option No. 1 and refers to NTE hours, unit prices and total amounts (refer to page 3 of the modification). ♦The contractor's pricing page lists a monthly invoice amount of \$97,032.11. ♦♦

Modification No. PA07 deobligated \$112,890.36 to reflect the Government's request to delete a Research Analyst effective April 30, 2012. ♦The contractor's pricing page lists a monthly invoice amount for months 1-2 as \$97,032.11 and months 3-12 as \$85,743.08.

Has the contractor invoiced the monthly amount or an hourly rate?

Option No. 2 (February 18, 2013 thru February 17, 2014): ♦Page 3 of the SOW states that the Government may exercise the option by providing written notice to the Contractor no later than 45 days prior to the expiration of the proceeding term (February 18, 2013). ♦Will the option be exercised? ♦If so, the contractor's pricing page lists a monthly amount of \$87,943.90 for Option No. 2. ♦A PR in the amount of \$1,055,326.80 will be required by January 2, 2013. ♦♦

Thanks.

On Mon, Dec 17, 2012 at 9:30 AM, Collette Scott - PGQC <[collette.scott@gsa.gov](mailto:collette.scott@gsa.gov)> wrote:

Yes, I concur.

Collette Scott  
Senior Contract Specialist/Contracting Officer  
Office of Acquisition Management  
Center for Acquisition Services (PGEB)  
1800 F Street NW, Rm 4313  
Washington, DC 20405  
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On Mon, Dec 17, 2012 at 9:29 AM, Theresa Weikel - 3PQXA <[theresa.weikel@gsa.gov](mailto:theresa.weikel@gsa.gov)> wrote:

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There seems to be some discussion as to the type of order issued: ♦firm-fixed price vs. labor hours. ♦My review of the contract file is firm-fixed price. ♦Do you concur? ♦Thanks.

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Good Morning Ms. Weikel, ♦

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Collette Scott  
Senior Contract Specialist/Contracting Officer  
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USA000057

---  
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--  
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5/5/2015

USA000058

From: Matthew Umezis - PGQ <matthew.umezis@gsa.gov>  
To: Theresa Weikel - 3PQXA  
Date: 12/17/2012 10:52:44 AM  
Subject: Re: Integrity Management Consulting, Inc. Task Order No. GS-P-00-CY-0012

This is interesting. ♦ Because it looks like we negotiated a modification based upon a reduction in staffing provided by Integrity. If months 3-12 shows \$85,743.08, it would imply we had the same support for those months. ♦ It will be important to see what Tina has as to what actual support was provided for each of those months.

On Mon, Dec 17, 2012 at 10:10 AM, Theresa Weikel - 3PQXA <theresa.weikel@gsa.gov> wrote:

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Thanks.

On Mon, Dec 17, 2012 at 9:30 AM, Collette Scott - PGQC <collette.scott@gsa.gov> wrote:

Yes, I concur.

Collette Scott

Senior Contract Specialist/Contracting Officer

Office of Acquisition Management

Center for Acquisition Services (PGEB)

1800 F Street NW, Rm 4313

Washington, DC 20405

202-501-9154

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202-208-7413(FAX)

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Collette Scott

5/5/2015

USA000059

Senior Contract Specialist/Contracting Officer  
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—  
Theresa J. Weikel  
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—  
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—  
Matthew Umezis (PGQ)  
Senior Acquisition Advisor  
(202) 501-0822

5/5/2015

USA000060



From: Sharmel Lane - PGQC <sharmel.lane@gsa.gov>  
To: Matthew Urnezis - PGQ  
Date: 12/17/2012 11:10:01 AM  
Subject: Re: Hot - Task Order No. GS-P-00-CY-0012

Good morning Matt,

Please note that PGQC will require one closeout specialist for the period January - June 2013.

If additional information is required, please advise.

Thanks,

**Sharmel R. Lane**

Contract Specialist / Limited Contracting Officer

General Services Administration | Public Buildings Service

Office of Acquisition Management | Acquisition Services Division

1800 F Street NW | Washington, DC 20405

Office: 202-208-7005 | Cell: 202-604-3980 | Fax: 202-208-7413

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On Fri, Dec 14, 2012 at 4:05 PM, Matthew Urnezis - PGQ <matthew.urnezis@gsa.gov> wrote:

As I understand it, we have two issues:

1) The current contract ends Feb 17, 2013 and we need to inform the contractor by December 17 if we plan to renew the option. ♦

Theresa - did I get this date right?

2) We do not have enough money left on the contract to pay the contractor for the month of December.

Regina - did I get this right?

Here is my understanding of what is taking place currently

1) Laurie and Sharmel will decide if there still is a need for one contractor to perform contract close out. ♦ If there is a need, then they are to have a procurement request executed. ♦

Laurie and Sharmel because of the need to tell the contractor by Dec 17 if the option will be renewed, would you please make the decision and notify Theresa on Monday Dec 17th. ♦ Please put me on copy of the decision.

2) Tina is going to validate and document that the invoices we received from Integrity properly account for the number of people they supplied and the hours they worked during the month. ♦ We need to do this to see if we are really out of money on the contract. ♦

Tina please provide this information by Wednesday Dec 19.

3) Jennell (or Collette if you are back on Monday) ♦ I need to see the contract file and I ask that you provide me a copy by Monday Dec 17th

Next Steps:

1) Theresa as the contracting officer, we are not going to step on your toes. ♦ So if you see anything that is requested above or what follows below is not something you support so as to resolve these issues, please let me know!!

2) Theresa and Tina to figure out how we have gotten to the place where we do not have enough money to cover the contract, it appears that the following needs to happen: ♦

a) we need to determine how much money the contractor was theoretically due each of the months based upon the staffing levels established by the contract and modifications - Theresa is this something you can handle?

b) we need to see if the contract properly reflected the staffing levels that were actually provided - Tina would you go

5/5/2015

USA000061

back and determine month by month how many people the contractor actually provided, how many hours they worked, and what level they were?

c) we need to compare these numbers to the invoices - Tina would you please make sure that Theresa has copies of the invoices for the current period of performance for the contract?

d) Theresa and Tina see if the numbers you both developed match what we should have paid and what we actually paid.

e) at this point we should know if the contract, the actual support provided and the invoices match. ♦ If everything does match then we need to determine why our obligated amount was not sufficient to cover the full contract period. (either we did not do our calculations of the obligations need was incorrect or what was entered into Pegasys had a problem)

If anyone on copy has thoughts or suggestions on how to better approach the resolution of these issues please let us know.

Matthew Urnezis (PGQ)  
Senior Acquisition Advisor  
(202) 501-0822

5/5/2015

From: Collette Scott - PGQC <collette.scott@gsa.gov>  
To: Theresa Weikel - 3PQXA  
Date: 12/17/2012 11:53:54 AM  
Subject: Re: Integrity Management Consulting, Inc. Task Order No. GS-P-00-CY-0012

Theresa,

Currently, we do not have a close-out team. Below is the close team last day at GSA. Reminder, no modification has been executed, to reflect this.

Kanisha- September 28, 2012

Sandra - November 5, 2012

Katrina- November 28, 2012

Katrina Maternity Leave - May 18, 2012 - August 1, 2012

Kanisha last working day was the end of September  
Sandra last working day was the end of October  
Katrina last working day was the end of November

Collette Scott  
Senior Contract Specialist/Contracting Officer  
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Center for Acquisition Services (PGEB)  
1800 F Street NW, Rm 4313  
Washington, DC 20405  
202-691-0651

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202-208-7413(FAX)

On Mon, Dec 17, 2012 at 10:52 AM, Matthew Urnezis - PGQ <matthew.urnezis@gsa.gov> wrote:

This is interesting. ♦ Because it looks like we negotiated a modification based upon a reduction in staffing provided by Integrity. If months 3-12 shows \$85,743.08, it would imply we had the same support for those months. ♦ It will be important to see what Tina has as to what actual support was provided for each of those months.

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Thanks.

5/5/2015

On Mon, Dec 17, 2012 at 9:30 AM, Collette Scott - PGQC <[collette.scott@gsa.gov](mailto:collette.scott@gsa.gov)> wrote:

Yes, I concur.

Collette Scott  
Senior Contract Specialist/Contracting Officer  
Office of Acquisition Management  
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1800 F Street NW, Rm 4313  
Washington, DC 20405  
202-501-9154

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Collette Scott  
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Theresa J. Weikel  
Contracting Officer  
U.S. General Services Administration  
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5/5/2015

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Philadelphia, PA ♦ 19107

Phone: ♦ 215-446-4524

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Fax: ♦ 215-209-0522

--

Matthew Urnezis (PGQ)  
Senior Acquisition Advisor  
(202) 501-0822

5/5/2015

From: Sharmel Lane - PGQC <[sharmel.lane@gsa.gov](mailto:sharmel.lane@gsa.gov)>  
To: Renee Given - PBC  
Date: 12/18/2012 3:09:36 PM  
Subject: Re: Hot - Task Order No. GS-P-00-CY-0012

Renee - Yesterday I provided feedback to Matt Umezis as requested in his email dated December 14th. In that message, I confirmed PGQC's need to have one closeout specialist for January through June.

Theresa - Would you like us to amend the existing PR to include funding for the remainder of December as well as the closeout specialist for Jan - Jun? Please advise.

Thanks,

**Sharmel R. Lane**

Contract Specialist / Limited Contracting Officer

General Services Administration | Public Buildings Service

Office of Acquisition Management | Acquisition Services Division

1800 F Street NW | Washington, DC 20405

Office: 202-208-7005 | (b) (6) | Fax: 202-208-7413

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On Tue, Dec 18, 2012 at 2:11 PM, Renee Given - PBC <[renee.given@gsa.gov](mailto:renee.given@gsa.gov)> wrote:

Has anyone informed R3 that we still want/need the help and have we decided on 1 or 3? I was under the impression we had 3 people

On Mon, Dec 17, 2012 at 11:10 AM, Sharmel Lane - PGQC <[sharmel.lane@gsa.gov](mailto:sharmel.lane@gsa.gov)> wrote:

Good morning Matt,

Please note that PGQC will require one closeout specialist for the period January - June 2013.

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Thanks,

**Sharmel R. Lane**

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Office: 202-208-7005 | (b) (6) | Fax: 202-208-7413

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On Fri, Dec 14, 2012 at 4:05 PM, Matthew Umezis - PGQ <[matthew.umezis@gsa.gov](mailto:matthew.umezis@gsa.gov)> wrote:

As I understand it, we have two issues:

1) The current contract ends Feb 17, 2013 and we need to inform the contractor by December 17 if we plan to renew the option.

Theresa - did I get this date right?

2) We do not have enough money left on the contract to pay the contractor for the month of December.

Regina - did I get this right?

Here is my understanding of what is taking place currently

5/5/2015

1) Laurie and Sharmel will decide if there still is a need for one contractor to perform contract close out. ♦ If there is a need, then they are to have a procurement request executed. ♦  
Laurie and Sharmel because of the need to tell the contractor by Dec 17 if the option will be renewed, would you please make the decision and notify Theresa on Monday Dec 17th. ♦ Please put me on copy of the decision.

2) Tina is going to validate and document that the invoices we received from Integrity properly account for the number of people they supplied and the hours they worked during the month. ♦ We need to do this to see if we are really out of money on the contract. ♦

Tina please provide this information by Wednesday Dec 19.

3) Jennell (or Collette if you are back on Monday) ♦ I need to see the contract file and I ask that you provide me a copy by Monday Dec 17th

Next Steps:

1) Theresa as the contracting officer, we are not going to step on your toes. ♦ So if you see anything that is requested above or what follows below is not something you support so as to resolve these issues, please let me know!!

2) Theresa and Tina to figure out how we have gotten to the place where we do not have enough money to cover the contract, it appears that the following needs to happen: ♦

a) we need to determine how much money the contractor was theoretically due each of the months based upon the staffing levels established by the contract and modifications - Theresa is this something you can handle?

b) we need to see if the contract properly reflected the staffing levels that were actually provided - Tina would you go back and determine month by month how many people the contractor actually provided, how many hours they worked, and what level they were?

c) we need to compare these numbers to the invoices - Tina would you please make sure that Theresa has copies of the invoices for the current period of performance for the contract?

d) Theresa and Tina see if the numbers you both developed match what we should have paid and what we actually paid.

e) at this point we should know if the contract, the actual support provided and the invoices match. ♦ If everything does match then we need to determine why our obligated amount was not sufficient to cover the full contract period. (either we did not do our calculations of the obligations need was incorrect or what was entered into Pegasys had a problem)

If anyone on copy has thoughts or suggestions on how to better approach the resolution of these issues please let us know.

Matthew Urnezis (PGQ)  
Senior Acquisition Advisor  
(202) 501-0822

Renee Given  
Chief of Staff, Office of Acquisition Management  
1800 F. Street, NW, Washington, DC  
W-202-219-1475

(b) (6) 69

5/5/2015

USA000069

From: Matthew Urnezis - PGQ <matthew.urnezis@gsa.gov>  
To: Theresa Weikel - 3PQXA  
Date: 12/17/2012 10:52:44 AM  
Subject: Re: Integrity Management Consulting, Inc. Task Order No. GS-P-00-CY-0012

This is interesting. ♦ Because it looks like we negotiated a modification based upon a reduction in staffing provided by Integrity. If months 3-12 shows \$85,743.08, it would imply we had the same support for those months. ♦ It will be important to see what Tina has as to what actual support was provided for each of those months.

On Mon, Dec 17, 2012 at 10:10 AM, Theresa Weikel - 3PQXA <theresa.weikel@gsa.gov> wrote:

The base order and Modification Nos. PS01 thru PS05 refer to monthly amounts the contractor should be invoicing for payment. ♦

Modification No. PO06 exercised Option No. 1 and refers to NTE hours, unit prices and total amounts (refer to page 3 of the modification). ♦ The contractor's pricing page lists a monthly invoice amount of \$97,032.11. ♦ ♦

Modification No. PA07 deobligated \$112,890.36 to reflect the Government's request to delete a Research Analyst effective April 30, 2012. ♦ The contractor's pricing page lists a monthly invoice amount for months 1-2 as \$97,032.11 and months 3-12 as \$85,743.08.

Has the contractor invoiced the monthly amount or an hourly rate?

Option No. 2 (February 18, 2013 thru February 17, 2014): ♦ Page 3 of the SOW states that the Government may exercise the option by providing written notice to the Contractor no later than 45 days prior to the expiration of the proceeding term (February 18, 2013). ♦ Will the option be exercised? ♦ If so, the contractor's pricing page lists a monthly amount of \$87,943.90 for Option No. 2. ♦ A PR in the amount of \$1,055,326.80 will be required by January 2, 2013. ♦ ♦

Thanks.

On Mon, Dec 17, 2012 at 9:30 AM, Collette Scott - PGQC <collette.scott@gsa.gov> wrote:

Yes, I concur.

Collette Scott  
Senior Contract Specialist/Contracting Officer  
Office of Acquisition Management  
Center for Acquisition Services (PGEB)  
1800 F Street NW, Rm 4313  
Washington, DC 20405  
202-501-9154  
(M) (P) (cell)  
202-208-7413(FAX)

On Mon, Dec 17, 2012 at 9:29 AM, Theresa Weikel - 3PQXA <theresa.weikel@gsa.gov> wrote:

Ms. Scott,

There seems to be some discussion as to the type of order issued: ♦ firm-fixed price vs. labor hours. ♦ My review of the contract file is firm-fixed price. ♦ Do you concur? ♦ Thanks.

On Mon, Dec 17, 2012 at 9:24 AM, Collette Scott - PGQC <collette.scott@gsa.gov> wrote:

Good Morning Ms. Weikel, ♦

It is my understanding from the COR and Matthew ♦ Urnezis that there is not enough funds to pay the monthly invoices for Integrity Management Consulting, Inc. ♦ Please contact me if you need my support. ♦ ♦

Collette Scott

5/5/2015

USA000285



From: Collette Scott - PGQC <collette.scott@gsa.gov>  
To: Theresa Weikel - 3PQXA  
Date: 12/17/2012 11:53:54 AM  
Subject: Re: Integrity Management Consulting, Inc. Task Order No. GS-P-00-CY-0012

Theresa,

Currently, we do not have a close-out team. Below is the close team last day at GSA. Reminder, no modification has been executed, to reflect this.

Kanisha- September 28, 2012

Sandra - November 5, 2012

Katrina- November 28, 2012

Katrina Maternity Leave - May 16, 2012 - August 1, 2012

Kanisha last working day was the end of September  
Sandra last working day was the end of October  
Katrina last working day was the end of November

Collette Scott  
Senior Contract Specialist/Contracting Officer  
Office of Acquisition Management  
Center for Acquisition Services (PGEB)  
1800 F Street NW, Rm 4313  
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Has the contractor invoiced the monthly amount or an hourly rate?

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Thanks.

5/5/2015

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Yes, I concur.

Collette Scott

Senior Contract Specialist/Contracting Officer

Office of Acquisition Management

Center for Acquisition Services (PGEB)

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Washington, DC 20405

202-501-9154

(b) (6) (cell)

202-208-7413(FAX)

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Good Morning Ms. Weikel, ♦

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Collette Scott

Senior Contract Specialist/Contracting Officer

Office of Acquisition Management

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Theresa J. Weikel  
Contracting Officer  
U.S. General Services Administration  
Acquisition Management Division (3PQXA)  
The Strawbridge Building, 9th Floor  
20 N. 8th Street  
Philadelphia, PA ♦19107  
Phone: ♦215-446-4524  
(b) (6) (b) (6) ?  
Fax: ♦215-209-0522

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U.S. General Services Administration  
Acquisition Management Division (3PQXA)  
The Strawbridge Building, 9th Floor  
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5/5/2015

USA000292

# **EXHIBIT B**

From: [Linda Baker <L.Baker@integritymc.com>](mailto:L.Baker@integritymc.com)  
To: [Theresa Weikel - 3PQXA](#)  
[Laurie Schimmel - PGQC](#)  
Date: 1/15/2013 4:28:33 PM  
Subject: RE: Contract No.GS-23F-ST001/Task Order No. GS-P-00-11-CY-0012  
Attachments: [GS-P-00-11-CY-0012 Funding Invoice Payment Reconciliation.xlsx](#)

Theresa and Laurie,  
Per our teleconference this afternoon, attached please find a spreadsheet that details the funding actions, invoicing and payments as of today for the subject Task Order. Once you've had a chance to review this information, please contact us to arrange another teleconference. Should you have any questions about the attachment, please don't hesitate to contact me.

Thank you,

Linda Baker  
Contracts Manager



(v) 703-349-3394 x1037  
(f) 703-232-1745  
[www.consultwithintegrity.com](http://www.consultwithintegrity.com)



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From: Theresa Weikel - 3PQXA [<mailto:theresa.weikel@gsa.gov>]  
Sent: Thursday, January 10, 2013 1:04 PM  
To: Linda Baker  
Cc: Laurie Schimmel - PGQC; Butch Jordan; Marc Klein  
Subject: Re: Contract No.GS-23F-ST001/Task Order No. GS-P-00-11-CY-0012

My calendar is clear for Monday. Thanks.

On Thu, Jan 10, 2013 at 1:02 PM, Linda Baker <[L.Baker@integritymc.com](mailto:L.Baker@integritymc.com)> wrote:  
Monday is fine; anytime between 10:00 and 1:00 or after 3:00.

Linda Baker  
Contracts Manager



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(f) 703-232-1745  
[www.consultwithintegrity.com](http://www.consultwithintegrity.com)



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---

From: Theresa Weikel - 3PQXA [<mailto:theresa.weikel@gsa.gov>]  
Sent: Thursday, January 10, 2013 12:57 PM  
To: Linda Baker  
Cc: Laurie Schimmel - PGQC; Butch Jordan; Marc Klein  
Subject: Re: Contract No.GS-23F-ST001/Task Order No. GS-P-00-11-CY-0012

Linda,

I am available at 2:00 p.m. Laurie has indicated that she is not available in the afternoon. Would you be available on Monday, 1/14/13? Thanks.

On Thu, Jan 10, 2013 at 12:31 PM, Linda Baker <[L.Baker@integritymc.com](mailto:L.Baker@integritymc.com)> wrote:  
Theresa,  
We'd like to have a conference call regarding this contract. Would you and Laurie be available tomorrow at either 9:00 am or 2:00 pm to discuss this? Once you let me know which time is good for you, I will send a meeting request and call-in information, so if there is anyone else you think should attend, please send me their email address.

5/5/2015

Thank you,

Linda Baker  
Contracts Manager



(v) 703-349-3394 x1037

(f) 703-232-1745

[www.consultwithintegrity.com](http://www.consultwithintegrity.com)



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**From:** Theresa Weikel - 3PQXA [mailto:[theresa.weikel@gsa.gov](mailto:theresa.weikel@gsa.gov)]

**Sent:** Wednesday, January 09, 2013 1:59 PM

**To:** Linda Baker

**Cc:** Laurie Schimmel - PGQC

**Subject:** Contract No.GS-23F-ST001/Task Order No. GS-P-00-11-CY-0012

Linda,

I received the following message from Laurie Schimmel regarding invoicing under the subject task order:

I have reviewed the invoicing to find why we are short funds. We reduced staff and money but no one ever reduced the monthly amount with the vendor.

As you can see below, we paid the same price whether we had 6 people or 2. Integrity never filled the positions, and no one went back to get revised pricing based on reduced staff levels.

Can you ask the vendor for corrected pricing due to staff reductions for these old periods.

POP	Amount	staff level	Staff Comments
2/18 - 3/17/12	85743.08	6	Mike/Doris/Erica/Sandra/Katrina/Kanisha
3/18 - 4/17/12	85743.08	6	Mike/Doris/Erica/Sandra/Katrina/Kanisha
4/18-5/17/12	85743.08	6	Mike/Doris/Erica/Sandra/Katrina/Kanisha
5/18 - 6/17/12	85743.08	4	Katrina Maternity Leave - May 16, 2012 -
August 1, 2012/ Mike left 5/31/12			
6/18-7/17/12	85743.08	4	Katrina Maternity Leave - May 16, 2012 -
August 1, 2012/ Mike left 5/31/12			
7/18-8/17/12	85743.08	4	Katrina Maternity Leave - May 16, 2012 -
August 1, 2012/ Mike left 5/31/12			
8/18 - 9/17/12	65743.08	5	Mike left 5/31/12
9/18-10/17/12	85743.08	4	Mike left 5/31/12/Kanisha left 8/28
10/18-11/17/12	85743.08	3	Mike left 5/31/12/Kanisha left
9/28 Sandra left 11/5			
11/18-12/17/12		2	Mike left 5/31/12/Kanisha
left 9/28 Sandra			
left 11/5/Katrina left 11/28			
12/18-1/17/13		2	
1/18-2/17/13		2	
2/18 - 3/17/13	59,102	3	Option Year 2

Please review your records and provide me with your comments. Thanks.

--

Theresa J. Weikel  
Contracting Officer  
U.S. General Services Administration  
Acquisition Management Division (3PQXA)  
The Strawbridge Building, 9th Floor  
20 N. 8th Street  
Philadelphia, PA 19107  
Phone: 215-446-4524  
Fax: 215-209-0522

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5/5/2015

Theresa J. Weikel  
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--  
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5/5/2015

USA000471

FUNDING ACTIONS				FUNDING ACTIONS			
Contract/Mod	GS-P-00-11-CY-0012	Base Period	Option Year 1	Contract Total	Contract Total	Contract Total	Contract Total
Mod	Date	This Action	Cumulative	This Action	Cumulative	This Action	Cumulative
Award	2/18/2011	\$ 102,661.51	\$ 102,661.51	\$ -	\$ -	\$ 102,661.51	\$ 102,661.51
PS01	3/2/2011	\$ 1,956.92	\$ 104,618.43	\$ -	\$ -	\$ 1,956.92	\$ 104,618.43
PS02	3/18/2011	\$ 104,618.43	\$ 209,236.86	\$ -	\$ -	\$ 104,618.43	\$ 209,236.86
PS03	4/18/2011	\$ 82,910.78	\$ 292,147.64	\$ -	\$ -	\$ 82,910.78	\$ 292,147.64
PS04	5/18/2011	\$ 746,197.06	\$ 1,038,344.70	\$ -	\$ -	\$ 746,197.06	\$ 1,038,344.70
PS05	8/26/2011	\$ 93,366.89	\$ 1,131,711.59	\$ -	\$ -	\$ 93,366.89	\$ 1,131,711.59
PO06	2/18/2012	\$ 1,164,385.36	\$ 1,164,385.36	\$ 1,164,385.36	\$ 1,164,385.36	\$ 1,164,385.36	\$ 2,296,096.95
PA07	6/19/2012	\$ 1,131,711.59	\$ 1,131,711.59	\$ (112,890.36)	\$ 1,051,495.00	\$ (112,890.36)	\$ 2,183,206.59

INVOICING				INVOICING				PAYMENTS			
Invoice #	Period	Base Period	Funds Remaining	Invoice Amt	Option Year 1	Contract Total	Funds Remaining	Invoice Amt	Funds Remaining	Paid	Cumulative O/S
37260101	2/18/11-3/17/11	\$ 104,618.43	\$ 1,131,711.59	\$ 104,618.43	\$ 1,051,495.00	\$ 2,183,206.59	\$ 1,051,495.00	\$ 104,618.43	\$ 2,078,588.16	\$ 104,618.43	\$ -
37260102	3/18/11-4/17/11	\$ 104,618.43	\$ 1,027,093.16	\$ 104,618.43	\$ 1,051,495.00	\$ 1,973,969.73	\$ 1,051,495.00	\$ 104,618.43	\$ 1,869,351.30	\$ 104,618.43	\$ -
37260104	4/18/11-5/17/11	\$ 82,910.78	\$ 922,474.73	\$ 82,910.78	\$ 1,051,495.00	\$ 1,891,058.95	\$ 1,051,495.00	\$ 82,910.78	\$ 1,808,148.17	\$ 82,910.78	\$ -
37260105	5/18/11-6/17/11	\$ 82,910.78	\$ 839,563.95	\$ 82,910.78	\$ 1,051,495.00	\$ 1,725,237.39	\$ 1,051,495.00	\$ 82,910.78	\$ 1,642,326.61	\$ 82,910.78	\$ -
37260106	6/18/11-7/17/11	\$ 82,910.78	\$ 756,653.17	\$ 82,910.78	\$ 1,051,495.00	\$ 1,559,415.83	\$ 1,051,495.00	\$ 82,910.78	\$ 1,476,505.05	\$ 82,910.78	\$ -
37260107	7/18/11-8/17/11	\$ 82,910.78	\$ 673,742.39	\$ 82,910.78	\$ 1,051,495.00	\$ 1,476,505.05	\$ 1,051,495.00	\$ 82,910.78	\$ 1,393,594.27	\$ 82,910.78	\$ -
37260108	8/18/11-9/17/11	\$ 82,910.78	\$ 590,831.61	\$ 82,910.78	\$ 1,051,495.00	\$ 1,310,683.49	\$ 1,051,495.00	\$ 82,910.78	\$ 1,227,772.71	\$ 82,910.78	\$ -
37260109	9/18/11-10/17/11	\$ 82,910.78	\$ 507,920.83	\$ 82,910.78	\$ 1,051,495.00	\$ 1,144,861.93	\$ 1,051,495.00	\$ 82,910.78	\$ 954,462.89	\$ 82,910.78	\$ -
37260110	10/18/11-11/17/11	\$ 82,910.78	\$ 425,010.05	\$ 82,910.78	\$ 1,051,495.00	\$ 857,430.78	\$ 1,051,495.00	\$ 82,910.78	\$ 771,687.70	\$ 82,910.78	\$ -
37260111	11/18/11-12/17/11	\$ 82,910.78	\$ 342,099.27	\$ 82,910.78	\$ 1,051,495.00	\$ 685,944.62	\$ 1,051,495.00	\$ 82,910.78	\$ 600,201.54	\$ 82,910.78	\$ -
37260112	12/18/11-1/17/12	\$ 82,910.78	\$ 259,188.49	\$ 82,910.78	\$ 1,051,495.00	\$ 514,458.46	\$ 1,051,495.00	\$ 82,910.78	\$ 428,715.38	\$ 82,910.78	\$ -
37260113	1/18/12-2/17/12	\$ 82,910.78	\$ 176,277.71	\$ 82,910.78	\$ 1,051,495.00	\$ 342,972.30	\$ 1,051,495.00	\$ 82,910.78	\$ 257,229.22	\$ 82,910.78	\$ -
37260114*	10/1/11-2/17/12	\$ 93,366.93	\$ 93,366.93	\$ 93,366.93	\$ 1,051,495.00	\$ 56,904.80	\$ 1,051,495.00	\$ 93,366.93	\$ 57,290.67	\$ 93,366.93	\$ -
37260115	2/18/12-3/17/12	\$ -	\$ -	\$ 97,032.11	\$ 954,462.89	\$ 97,032.11	\$ 954,462.89	\$ 97,032.11	\$ 857,430.78	\$ 97,032.11	\$ -
37260116	3/18/12-4/17/12	\$ -	\$ -	\$ 97,032.11	\$ 857,430.78	\$ 857,430.78	\$ 857,430.78	\$ 97,032.11	\$ 771,687.70	\$ 97,032.11	\$ -
37260117	4/18/12-5/17/12	\$ -	\$ -	\$ 85,743.08	\$ 771,687.70	\$ 771,687.70	\$ 771,687.70	\$ 85,743.08	\$ 685,944.62	\$ 85,743.08	\$ -
37260118	5/18/12-6/17/12	\$ -	\$ -	\$ 85,743.08	\$ 685,944.62	\$ 685,944.62	\$ 685,944.62	\$ 85,743.08	\$ 600,201.54	\$ 85,743.08	\$ -
37260119	6/18/12-7/17/12	\$ -	\$ -	\$ 85,743.08	\$ 600,201.54	\$ 600,201.54	\$ 600,201.54	\$ 85,743.08	\$ 514,458.46	\$ 85,743.08	\$ -
37260120	7/18/12-8/17/12	\$ -	\$ -	\$ 85,743.08	\$ 514,458.46	\$ 514,458.46	\$ 514,458.46	\$ 85,743.08	\$ 428,715.38	\$ 85,743.08	\$ -
37260121	8/18/12-9/17/12	\$ -	\$ -	\$ 85,743.08	\$ 428,715.38	\$ 428,715.38	\$ 428,715.38	\$ 85,743.08	\$ 342,972.30	\$ 85,743.08	\$ -
37260122	9/18/12-10/17/12	\$ -	\$ -	\$ 85,743.08	\$ 342,972.30	\$ 342,972.30	\$ 342,972.30	\$ 85,743.08	\$ 257,229.22	\$ 85,743.08	\$ -
37260123	10/18/12-11/17/12	\$ -	\$ -	\$ 85,743.08	\$ 257,229.22	\$ 257,229.22	\$ 257,229.22	\$ 85,743.08	\$ 171,486.14	\$ 85,743.08	\$ 85,743.08
37260124	11/18/12-12/17/12	\$ -	\$ -	\$ 85,743.08	\$ 171,486.14	\$ 171,486.14	\$ 171,486.14	\$ 85,743.08	\$ 114,195.47	\$ 85,743.08	\$ 171,486.16
37260125**	12/18/12-1/17/13	\$ -	\$ -	\$ 57,290.67	\$ 114,195.47	\$ 114,195.47	\$ 114,195.47	\$ 57,290.67	\$ 56,904.80	\$ 114,195.47	\$ 171,486.16
37260126**	1/18/13-2/17/13	\$ -	\$ -	\$ 57,290.67	\$ 56,904.80	\$ 56,904.80	\$ 56,904.80	\$ 57,290.67	\$ -	\$ 56,904.80	\$ 171,486.16
		\$ 1,131,711.59	\$ 994,590.20	\$ 994,590.20	\$ 2,126,301.79	\$ 2,126,301.79	\$ 2,126,301.79	\$ 1,840,234.29	\$ -	\$ 1,840,234.29	\$ -

\* This was to catch up for the Sr. Analyst that was added effective 10/1/11 but not invoiced.

\*\*\*This is the planned invoice amount based on our January 7, 2013 proposal in response to the revised Scope of Work

From: Laurie Schimmel - PGQC <laurie.schimmel@gsa.gov>  
To: Theresa Weikel - 3PQXA  
Date: 1/16/2013 3:05:19 PM  
Subject: Re: Contract No.GS-23F-ST001/Task Order No. GS-P-00-11-CY-0012

Theresa,

I have verified the payments and invoices. We are in sync and there is 342,972.30 left on the contract for invoicing. The last invoice that you have marked as 37260123 can not be processed, because it is in our Finance system as 37260113, and we can not have duplicate invoice numbers with multiple payments. I can reject the invoice so they may correct this number. They may also submit the December and January invoices.

Laurie

On Wed, Jan 9, 2013 at 1:58 PM, Theresa Weikel - 3PQXA <theresa.weikel@gsa.gov> wrote:

> Linda,  
>  
> I received the following message from Laurie Schimmel regarding invoicing  
> under the subject task order:  
>  
> I have reviewed the invoicing to find why we are short funds. We reduced  
> staff and money but no one ever reduced the monthly amount  
> with the vendor.  
>  
> As you can see below, we paid the same price whether we had 6 people or 2.  
> Integrity never filled the positions, and no one went back  
> to get revised pricing based on reduced staff levels.  
>  
> Can you ask the vendor for corrected pricing due to staff reductions for  
> these old periods.  
>  
> POP Amount staff level Staff Comments  
> 2/18 - 3/17/12 85743.08 6  
> Mike/Doris/Erica/Sandra/Katrina/Kanisha  
> 3/18 - 4/17/12 85743.08 6  
> Mike/Doris/Erica/Sandra/Katrina/Kanisha  
> 4/18-5/17/12 85743.08 6  
> Mike/Doris/Erica/Sandra/Katrina/Kanisha  
> 5/18 - 6/17/12 85743.08 4 Katrina Maternity Leave - May 16,  
> 2012 -  
> August 1, 2012/ Mike left 5/31/12  
> 6/18-7/17/12 85743.08 4 Katrina Maternity Leave - May 16,  
> 2012 -  
> August 1, 2012/ Mike left 5/31/12  
> 7/18-8/17/12 85743.08 4 Katrina Maternity Leave - May 16,  
> 2012 -  
> August 1, 2012/ Mike left 5/31/12  
> 8/18 - 9/17/12 85743.08 5 Mike left 5/31/12  
> 9/18-10/17/12 85743.08 4 Mike left 5/31/12/Kanisha left 9/28  
> 10/18-11/17/12 85743.08 3 Mike left 5/31/12/Kanisha left  
> 9/28 Sandra left 11/5  
> 11/18-12/17/12 2 Mike left 5/31/12/Kanisha  
> left 9/28 Sandra

5/5/2015



> left 11/5/Katrina left 11/28  
> 12/18-1/17/13 2  
> 1/18-2/17/13 2  
> 2/18 - 3/17/13 59,102 3 Option Year 2  
>  
> Please review your records and provide me with your comments. Thanks.  
>  
> --  
> Theresa J. Weikel  
> Contracting Officer  
> U.S. General Services Administration  
> Acquisition Management Division (3PQXA)  
> The Strawbridge Building, 9th Floor  
> 20 N. 8th Street  
> Philadelphia, PA 19107  
> Phone: 215-446-4524  
> [REDACTED] : 19  
> Fax: 215-209-0522

--  
Laurie Schimmel  
Senior Contracting Officer  
GSA, PGQC  
Office of Organizational Resources  
1800 F St., NW  
Washington, DC 20405  
(202) 501-2977 (w)  
Fax: 202.208.7413  
Laurie.Schimmel@gsa.gov

Notice: This communication is only for above named addressee(s). If  
you are not an intended recipient, please email sender and destroy  
original message and any attachments without copying or distributing.  
Thank you.

5/5/2015

From: [Linda Baker <L.Baker@integritymc.com>](mailto:L.Baker@integritymc.com)  
To: [Laurie Schimmel - PGQC](#)  
Date: 1/17/2013 2:27:42 PM  
Subject: FW: Contract No.GS-23F-ST001/Task Order No. GS-P-00-11-CY-0012  
Attachments: [37261123\\_1034 & 1035.pdf](#)  
[37261123\\_GSA\\_Finance\\_Submission.pdf](#)

Laurie,

I got a copy of the invoice to which you're referring from our accounting department. I had the invoice number wrong in my spreadsheet, the correct number is 37261123. I believe this is a new number, not duplicative of a prior invoice. As you can see from the attachments, it is the number on the SF1034, the 1035 and the screen print from our GSA Finance submission. Can you tell me where you are seeing the number 37260113?

Thank you,

Linda Baker  
Contracts Manager



(v) 703-349-3394 x1037

(f) 703-232-1745

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From: Theresa Weikel - 3PQXA [<mailto:theresa.weikel@gsa.gov>]  
Sent: Wednesday, January 16, 2013 3:08 PM  
To: Linda Baker  
Subject: Fwd: Contract No.GS-23F-ST001/Task Order No. GS-P-00-11-CY-0012

Hi Linda,

Please see the message below from Laurie.

----- Forwarded message -----

From: [Laurie Schimmel - PGQC <laurie.schimmel@gsa.gov>](#)  
Date: Wed, Jan 16, 2013 at 3:05 PM  
Subject: Re: Contract No.GS-23F-ST001/Task Order No. GS-P-00-11-CY-0012  
To: Theresa Weikel - 3PQXA <[theresa.weikel@gsa.gov](mailto:theresa.weikel@gsa.gov)>

Theresa,

I have verified the payments and invoices. We are in sync and there is 342,972.30 left on the contract for invoicing.

The last invoice that you have marked as 37260123 can not be processed, because it is in our Finance system as 37260113, and we can not have duplicate invoice numbers with multiple payments. I can reject the invoice so they may correct this number. They may also submit the December and January invoices.

Laurie

On Wed, Jan 9, 2013 at 1:58 PM, Theresa Weikel - 3PQXA <[theresa.weikel@gsa.gov](mailto:theresa.weikel@gsa.gov)> wrote:

> Linda,

>

> I received the following message from Laurie Schimmel regarding invoicing  
> under the subject task order:

>

5/5/2015

USA000910



Pillsbury Winthrop Shaw Pittman LLP  
1650 Tysons Boulevard | McLean, VA 22102-4856 | tel 703.770.7900 | fax 703.770.7901

Alexander B. Ginsberg  
alexander.ginsberg@pillsburylaw.com

July 30, 2014

VIA Messenger

The Honorable Howard A. Pollack  
United States Civilian Board of Contract Appeals  
1800 M Street, NW  
Washington, DC 20036

Re: Integrity Management Consulting Inc. v. General Services Administration  
CBCA NO. 3873

Dear Judge Pollack:

Enclosed is Appellant's Supplement to the Rule 4 File in the above-referenced matter.  
Please contact the undersigned with any questions. Thank you.

Respectfully,

**(b) (6)**

Alexander B. Ginsberg<sup>1</sup>

Enclosures

cc: (w/enclosures): John S. Tobey, Esq. and Heather R. Cameron, Esq., General  
Services Administration (via Messenger)

---

<sup>1</sup> Not licensed to practice in Virginia. Licensed in New York and the District of Columbia.

**Integrity Management Consulting, Inc.**

**v.**

**General Services Administration**

**CBCA No. 3873**

**Index of Exhibits**

<b><u>TAB<sup>1</sup></u></b>	<b><u>DOCUMENT DESCRIPTION</u></b>	<b><u>DATE</u></b>
<b>34.</b>	<b>Revised RFQ/ SOW Email and Attachment</b>	<b>12/20/12</b>
<b>35.</b>	<b>Revised Quote Email and Attachment</b>	<b>12/21/12</b>
<b>36.</b>	<b>Emails from Integrity to GSA re: Government Shutdown</b>	<b>10/7/13</b>
<b>37.</b>	<b>Request for Final Decision re: Option Exercise</b>	<b>5/5/14</b>
<b>38.</b>	<b>GSA Demand for Payment</b>	<b>5/23/14</b>
<b>39.</b>	<b>GSA Letter re: Request for Final Decision</b>	<b>6/11/14</b>
<b>40.</b>	<b>GSA Letter re: Rejection of Invoice</b>	<b>6/12/14</b>
<b>41.</b>	<b>GSA IG Postaward Audit Engagement Letter</b>	<b>7/16/14</b>
<b>42.</b>	<b>Declaration of Marc A. Klein</b>	<b>7/28/14</b>
<b>43.</b>	<b>Declaration of Linda Baker and Exhibits</b>	<b>7/29/14</b>
<b>44.</b>	<b>Declaration of John L. Coombs</b>	<b>7/30/14</b>

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<sup>1</sup> GSA's Rule 4 File featured 33 Tabs. For ease of review, this Supplement maintains that numbering scheme and begins at Tab 34.

# TAB 34

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**From:** Collette Scott - PGQC [<mailto:collette.scott@gsa.gov>]

**Sent:** Thursday, December 20, 2012 1:10 PM

**To:** Linda Baker; Mark Kulungowski

**Cc:** Laurie Schimmel - PGQC; Renee Given - PBC

**Subject:** Revised Scope of Work (SOW) Contract Number GS-23F-ST001/GS-P-00-11-CY-0012, ACT Number: PJ1P00048,

Dear Ms. Baker,

General Services Administration (GSA), Center for Acquisition Services, Washington, DC, hereby request that you review the revised Statement of Work. Please fill in Section 1. Services and Prices/Cost for Option Year 2 and 3, for Project Management and Acquisition Support Services. The quote is due by Friday, December 21, 2012, by 12:30 PM, EST.

Collette Scott  
Senior Contract Specialist/Contracting Officer  
Office of Acquisition Management  
Center for Acquisition Services (PGEB)  
1800 F Street NW, Rm 4313  
Washington, DC 20405  
202-501-9154  
(b) (6)  
202-208-7413(FAX)

REVISED  
12/2012

Request for Quote  
Project Management and Acquisition Support Services  
Office of Contracting and Facilities Division (PGQC)

**1. Introduction:**

The Contracting and Facilities Division (PGE) is in need of contractor support to assist in the formulation and administration of better FAR — GSAM — complaint acquisition and contract documents for GSA, PBS located at 1800 F Street, NW, Washington, DC.

**2. Background:**

The General Services Administration (GSA), Public Buildings Service (PBS), and the Contracting and Facilities Division (PGE) is seeking to award a task order against GSA single award blanket purchase agreement (BPA) GS-23F-ST001 for acquisition support services. The contractor shall assist in the formulation and administration of contracts, purchase orders and task/delivery orders using the FAR, GSAM agency best practices.

**3. Services and Prices/Costs:**

This is a Firm-Fixed-Price (FFP), Indefinite Delivery — Indefinite Quantity (IDIQ) Blanket Purchase Agreement (BPA). The contractor must submit a fixed labor rates under the fixed priced contract for the following labor categories:

Base Year	Services (February 18, 2011 — February 17, 2012 )				
Item	Labor Category	Qty	Unit	Unit Price	Total Cost
0001	Acquisition Specialist	1,995	hrs		
0002	Acquisition Specialist	1,995	hrs		
0003	Acquisition Specialist	1,995	hrs		
0004	Sr. Analyst	1,995	hrs		
0005	Sr. Analyst	1,995	hrs		
0006	Research Analyst	1,995	hrs		
0007	Research Analyst	1,995	hrs		
<b>Total</b>					

REVISED – Red is eliminated staff / Yellow is open position / Blue is filled position

Option	Year I Services (February 18, 2012 – February 17, 2013)				
Item	Labor Category	Qty	Unit	Unit Price	Total Cost
0001	Acquisition Specialist	1,995	hrs		
0002	Acquisition Specialist	1,995	hrs		
0003	Acquisition Specialist	1,995	hrs		
0004	Sr. Analyst	1,995	hrs		
0005	Sr. Analyst	1,995	hrs		
0006	Research Analyst	1,995	hrs		
0007	Research Analyst	1,995	hrs		

Total

REVISED – 1/2012

Option	Year II Services (February 18, 2013 – February 17, 2014)				
Labor Category	Qty	Unit	Unit Price	Total Cost	
Acquisition Specialist	1,995	hrs			
Acquisition Specialist	1,995	hrs			
Sr. Analyst	1,995	hrs			
Total					

REVISED – 12/2012

Option	Year III Services (February 18, 2014 – February 17, 2015)				
Labor Category	Qty	Unit	Unit Price	Total Cost	
Acquisition Specialist	1,995	hrs			
Acquisition Specialist	1,995	hrs			
Sr. Analyst	1,995	hrs			
Total					



#### 4. Period of Performance:

The period of performance is for a 12-month base period and three 12-month option years. The Government may exercise the option by providing written notice to the Contractor no later than 45 days prior to the expiration of the proceeding term:

Base Year:	February 18, 2011 thru February 17, 2012
Option Year I:	February 18, 2012 thru February 17, 2013
Option Year II:	February 18, 2013 thru February 17, 2014
Option Year III:	February 18, 2014 thru February 17, 2015

#### 5. Tasks:

The Contractor shall assist in the formulation and administration of contracts, purchase orders, and task/delivery orders using the FAR, GSAM Agency best practices. Project Management and Acquisition Support Services shall include:

Project Management: The Contractor shall oversee the performance of contractor Contract Specialist (CS), review contract specialist files to ensure regulatory compliance, assist customers with regulation documents and formulating contracts and Task/Delivery Orders.

Acquisition Support: The Contractor shall formulate contracts, purchase orders, and task/delivery orders against existing contracts; process modifications; extend options; assist customers with requirements documents, acquisition reporting and other acquisition support services as needed.

Contract Close-out: the Contractor shall perform contract closeout using the applicable procedures shown below dependent upon the stage of the action. For example:

- a. Physical Completion: The Contractor shall discuss with the point of contact to obtain and organize necessary paperwork from project team members (CO, PM, COR) to determine whether required deliverables and/or services have been received and accepted by the Government.
- b. Financial Completion: The Contractor shall discuss with the point of contact to determine whether final payment is due to the Contractor or a modification is required to de-obligate remaining funds.
- c. Administrative Completion: The Contractor shall complete the contract closeout Checklist in the contract writing system and print a copy for the file.

Unique Situations: There may be instances on the older actions where the contract file cannot be located; however, the financial system shows funds remaining on the action. For these actions, the Contractor will assist GSA in providing a standard letter to be mailed to the Contractor of record .

#### 6. Inherently Governmental Functions:

The contractor shall not, during the term of this contract, perform any duties determined to be Inherently Governmental Functions (See OMB Policy Letter 92-1 dated September 23, 1992). All tasks deemed as inherently governmental functions as defined under FAR Part 7.503 shall remain the responsibility of GSA, PBS.

## 7. Deliverable Schedules:

The contractor shall provide monthly status reports as requested by the designated Contracting Officer's Representative (COR), on or before the 15<sup>th</sup> of each month (unless required otherwise in writing). At a minimum, information shall include:

Section	Brief Status
<b>Contracts</b>	*
- Quantity	*
- Anticipated Award Date	*
<b>Section</b>	<b>Brief Status</b>
<b>Blanket Purchase Agreements</b>	*
- Quantity	
- Under \$150k	*
- Over \$150k	*
- Anticipated Award Date	*
<b>Purchase Orders</b>	*
- Quantity	*
- Under \$150k	*
- Over \$150k	*
- Anticipated Award Date	*
<b>Task Orders Against Schedules and IDIQ contracts</b>	*
- Quantity	*
- Under \$150k	
- Over \$150k	*
- Anticipated Award Date	*
<b>ARRA Actions</b>	*
- Quantity	*
- Under \$25k	*
- Over \$25k	*
- Anticipated Award Date	*
<b>Modifications</b>	*
- Quantity	*
- Under \$150k	*
- Over \$150k	*
- Anticipated Award Date	*
<b>Acquisition Plans</b>	*
- Quantity	*
- Under \$150k	*
- Over \$150k	*

- Anticipated Award Date	
<b>Contract Close-Outs</b>	
- Quantity Physically Closed-Out	
- Quantity Financially Closed-Out	*
- Quantity Administratively Closed-Out	*
- Completion Date(s)	*
<b>Other Projects</b>	*
- Quantity	*
- Under \$150k	*
- Over \$150k	*
- Anticipated Award/Process Date	
<b>Section</b>	<b>Brief Status</b>
<b>Review Projects for Concurrence</b>	*
- Quantity	*
- Under \$150k	
- Over \$150k	*
- Name of Specialist	*
- Anticipated Completion Date	*

## 8. Performance Measures:

Below are the five critical elements under this task order that meet PBS. Throughout the life of the order, the Contractor will be evaluated on the performance measures below to ensure that all areas are met consistently and at an acceptable quality level (AQL). The performance measures are as follows:

**REVISED: 12/2012: Acquisition Specialist performance measures.**

### a. Formulation of Pre-Award Documentation:

**Timeliness and Quality: 95% Acceptable Quality Level (AQL)**

Documentation includes New Contracts, Purchase Orders, Task/Delivery Orders, and ARRA Actions

### b. Preparation of Post-Award Documentation:

**Timeliness and Quality: 95% Acceptable Quality Level (AQL)**

- Administration of Bilateral and Unilateral Modifications;
- Review and Complete Request for Ratification Packages; and
- Option Renewal Documentation.

**REVISED 1/2012: Sr. Analyst for contract Close-out Team performance measures.**

### c. Contract Close-Out:

**Timeliness and Quality: 95% Acceptable Quality Level (AQL)**

Close-out a minimum of 35 contracts per month, per close-out specialist (unless specified otherwise by COR)

### d. Customer Relations:

**Timeliness and Quality: 95% Acceptable Quality Level (AQL)**

- Attend and/or facilitate all customer-driven activities for the Contracting and Facilities Division; and
- Attend monthly and/or quarterly meetings with customers to ensure effective customer service is being provided within PGE.

**e. Contract Work Schedule:**

**Timeliness and Availability: 95% Acceptable Quality Level (AQL)**

Contractor personnel must be accessible to government on-site personnel during normal work hours. The contractor will be required to notify the COR of their employee's annual and sick leave and scheduled days-off.

Failure to meet the above performance measures may cause a 5% penalty on the invoice if services are not conformed in accordance with the Quality Assurance Surveillance Plan (QASP).

**9. Quality Assurance Surveillance Plan (QASP):**

The contractor shall meet the performance measures in Section 8 at an Acceptable Quality Level to continue services under the Task Order. The designated COR shall evaluate the contractor's performance. Should the contractor's performance be below an Acceptable Quality Level, the designated COR will notify the contractor in writing of its deficient performance. The contractor shall correct its deficient performance in five business days of receipt of written notice. Should the contractor's performance remain below an Acceptable Quality Level after notification of deficient performance, the Government has the right to deduct 5% from the contractor's invoice and/or terminate the Task Order.

**10. Government Furnished Equipment/Property:**

The government shall furnish the necessary office space to perform the required services on site.

**11. Contractor Furnished Equipment/Property:**

Unless specified otherwise, the Contractor is responsible for all equipment, supplies, services (including training) in order to perform the services under the contract.

**12. Staffing of Contractor Employers:**

Consistent with the efficient performance of this contract, the contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees employed under the predecessor contract whose employment will be terminated as a result of award of this task order or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this task order in positions for which employees are qualified.

The contractor and its subcontractors shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. There shall be no employment opening under this contract, and the contractor and any subcontractors shall not offer employment under this contract,

to any person prior to having complied fully with this obligation. The contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.

The contractor and any subcontractors (1) May employ under this contract any employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (2) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

In every subcontract entered into in order to perform services under this task order, the contractor will include provisions that ensure that each subcontractor will honor the above requirements with respect to employees of a predecessor subcontractor or subcontractors working under this task order, as well as of a predecessor contractor and its subcontractors.

### **13. Task Order Administration Functions:**

Upon award, the Contracting Officer may designate one or more administrative functions to the Contracting Officer's Representative (COR) to oversee the performance of the contract. A written notification shall be sent to the contractor indicating the administrative functions assigned to the COR.

Please be advised that the Contracting Officer (CO) is the **ONLY** official authorized to change any terms and conditions of the task order, including price.

### **14. Contract Work Schedule:**

The contractor shall work a 40-hour work schedule (unless overtime/additional hours are required **and** authorized by the Contracting Officer. The contract work hours shall range between 7:30 a.m. to 5:30 p.m., Monday through Friday, excluding holidays and days on which the federal Government is closed. Actual tour of duty may vary for each contract employee as determined by the Contracting Officer's Representative (COR).

**15. Place of Performance:** This

work effort will be performed at:

GSA Central Office  
1800 F Street NW  
Washington, DC 20405

Contract employees are required to be on-site. Days of operation are Monday through Friday. Work shall not be required on the following Federal holidays or on days observed in lieu thereof:

New Year's Day	Martin Luther King Day	President's Day
Memorial Day	Independence Day	Labor Day
Columbus Day	Veteran's Day	Thanksgiving Day
Christmas Day	Inauguration Day (When Applicable)	

Note: Should a holiday fall on a weekend, the day designated by the Federal Government shall be recognized as the holiday.

**16. Contract Type:**

The contractor shall be performing under a firm-fixed price type contract. All services performed by the contractor shall be monitored by the Contracting Officer's Representative and in accordance with the terms and conditions of FAR Part 16.

**17. Subject to the Availability of Funds (FAR 52.232-18):**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

# TAB 35

---

**From:** Linda Baker [<mailto:LBaker@integritymc.com>]

**Sent:** Friday, December 21, 2012 4:18 PM

**To:** Collette Scott - PGQC

**Cc:** Theresa Weikel - 3PQXA; Laurie Schimmel - PGQC; Renee Given - PBC; Mark Kulungowski

**Subject:** RE: Revised Scope of Work (SOW) Contract Number GS-23F-ST001/GS-P-00-11-CY-0012, ACT Number: PJ1P00048,

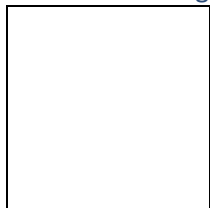
Collette,

There is no change to what we sent yesterday which I've attached here for you.

Thank you,

**Linda Baker**

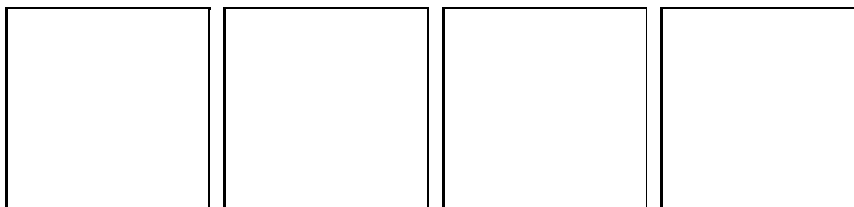
Contracts Manager



(v) 703-349-3394 x1037

(f) 703-232-1745

[www.consultwithintegrity.com](http://www.consultwithintegrity.com)



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**From:** Collette Scott - PGQC [<mailto:collette.scott@gsa.gov>]

**Sent:** Thursday, December 20, 2012 1:55 PM

**To:** Linda Baker

**Cc:** Theresa Weikel - 3PQXA; Laurie Schimmel - PGQC; Renee Given - PBC

**Subject:** Revised Scope of Work (SOW) Contract Number GS-23F-ST001/GS-P-00-11-CY-0012, ACT Number: PJ1P00048,

Dear Ms. Baker,

General Services Administration (GSA), Center for Acquisition Services, Washington, DC, hereby request that you review the revised Statement of Work (SOW) and fill in Section 1. Services and Prices/Cost for Option Year 2 and 3, for Project Management and Acquisition Support Services. The quote is due by Friday, December 21, 2012, by 12:30 PM, EST.

Collette Scott

Senior Contract Specialist/Contracting Officer

Office of Acquisition Management

Center for Acquisition Services (PGEB)

1800 F Street NW, Rm 4313

Washington, DC 20405



Below please find revised price tables reflecting the Government's request to staff 3 positions effective with Option Year 2.

Option Year II Services (February 18, 2013 - February 17, 2014)								
Item	Labor Category	Unit	FY13 hrs	FY13 BPA Rate	FY14 hrs	FY14 BPA Rate*	Total Hours	Total Cost
2001	Acquisition Specialist	hrs	0	\$ 125.86	0	\$ 129.76	0	\$ -
2002	Acquisition Specialist	hrs	1,214	\$ 125.86	781	\$ 129.76	1,995	\$ 254,136.60
2003	Acquisition Specialist	hrs	1,214	\$ 125.86	781	\$ 129.76	1,995	\$ 254,136.60
2004	Sr. Analyst	hrs	1,214	\$ 99.52	781	\$ 102.61	1,995	\$ 200,955.69
2005	Sr. Analyst	hrs	0	\$ 99.52	0	\$ 102.61	0	\$ -
2006	Research Analyst	hrs	0	\$ 71.88	0	\$ 74.11	0	\$ -
2007	Research Analyst	hrs	0	\$ 71.88	0	\$ 74.11	0	\$ -
<b>Total FFP</b>								<b>\$ 709,228.89</b>
<b>Monthly Invoice Amount</b>								<b>\$ 59,102.41</b>
Option Year III Services (February 18, 2014 - February 17, 2015)								
Item	Labor Category	Unit	FY14 hrs	FY14 BPA Rate*	FY15 hrs	FY15 BPA Rate*	Total Hours	Total Cost
3001	Acquisition Specialist	hrs	0	\$ 129.76	0	\$ 133.78	0	\$ -
3002	Acquisition Specialist	hrs	1,214	\$ 129.76	781	\$ 133.78	1,995	\$ 262,010.82
3003	Acquisition Specialist	hrs	1,214	\$ 129.76	781	\$ 133.78	1,995	\$ 262,010.82
3004	Sr. Analyst	hrs	1,214	\$ 102.61	781	\$ 105.79	1,995	\$ 207,190.53
3005	Sr. Analyst	hrs	0	\$ 102.61	0	\$ 105.79	0	\$ -
3006	Research Analyst	hrs	0	\$ 74.11	0	\$ 76.41	0	\$ -
3007	Research Analyst	hrs	0	\$ 74.11	0	\$ 76.41	0	\$ -
<b>Total FFP</b>								<b>\$ 731,212.17</b>
<b>Monthly Invoice Amount</b>								<b>\$ 60,934.35</b>

# TAB 36

**From:** [Linda Baker](#)  
**To:** [cynthia.beckett@gsa.gov](mailto:cynthia.beckett@gsa.gov)  
**Cc:** [John Coombs](#)  
**Subject:** FW: Contract No. GS-23F-ST001, Task Order Nos. GS-P-00-09-CY-0236 and GS-P-00-11-CY-0012, Performance during a Lapse in Appropriations  
**Date:** Monday, October 07, 2013 3:52:00 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)

---

Ms. Beckett,

I'm forwarding the below message in Ms. Weikel's absence since you responded for her on October 1<sup>st</sup>.

Thank you,

**Linda Baker**

Contracts Manager



(v) 703-349-3394 x1037

(f) 703-232-1745

[www.consultwithintegrity.com](http://www.consultwithintegrity.com)

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---

**From:** Linda Baker

**Sent:** Monday, October 07, 2013 2:50 PM

**To:** 'Theresa Weikel - 3PQXA'

**Cc:** Diane Stetser - 3PQX; R3Contractors; Christine Kelly - PGQA; 'liliana.delbonifro@gsa.gov'; 'john.singleton@gsa.gov'; John Coombs; Christopher Romani

**Subject:** RE: Contract No. GS-23F-ST001, Task Order Nos. GS-P-00-09-CY-0236 and GS-P-00-11-CY-0012, Performance during a Lapse in Appropriations

Dear Ms. Weikel,

We respectfully request that work under these task orders be permitted to resume. Contrary to previous suggestions, there has been no lapse in appropriations and there is no need for further appropriations to support the work. We specifically direct you to OMB Memorandum M-13-22, dated Sept. 17, 2013, available at the following address to confirm the fact that it is OMB's position that work should not be stopped under these circumstance:

<http://www.whitehouse.gov/sites/default/files/omb/memoranda/2013/m-13-22.pdf>

While we appreciate that the recent Government shutdown has created confusion on this subject, we are quite confident that our position on this subject is correct. Moreover we have discussed this issue with legal counsel who advises that absent a clear lack of funding to support the specific contract or task order, any Government action requiring us to idle our work force will be

compenable under the Stop Work clause and other provisions of our contract. Consequently we believe that it is in our mutual best interest to resume performance of this work to the maximum extent possible at your earliest opportunity.

We are available to discuss this request at your convenience.

**Linda Baker**

Contracts Manager



(v) 703-349-3394 x1037

(f) 703-232-1745

[www.consultwithintegrity.com](http://www.consultwithintegrity.com)

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---

**From:** Theresa Weikel - 3PQXA [<mailto:theresa.weikel@gsa.gov>]

**Sent:** Tuesday, October 01, 2013 6:43 AM

**To:** Linda Baker

**Cc:** Diane Stetser - 3PQX; R3Contractors; Christine Kelly - PGQA

**Subject:** Contract No. GS-23F-ST001, Task Order Nos. GS-P-00-09-CY-0236 and GS-P-00-11-CY-0012, Performance during a Lapse in Appropriations

Integrity Management Consulting, Inc.

Attn: Linda Baker

2000 Corporate Ridge, Suite 170

Mclean, VA 22102-7844

Sent Via Email: [LBaker@integritymc.com](mailto:LBaker@integritymc.com)

Dear Ms. Baker,

The Continuing Resolution (CR) providing the U.S. General Services Administration appropriations is set to lapse at midnight tonight.

Consequently, continued performance of the subject contract is conditional upon availability of funds. The only basis to allow the contract to continue would be to prevent imminent harm to life or property, or otherwise meet the standard for "excepted" activities. I have

assessed the subject contract and determined it is not for the performance of an excepted activity. Therefore, if GSA does not receive additional appropriations by midnight tonight, work under the subject contract shall be suspended effective October 1, 2013 until further notice is issued to you by GSA.

You are instructed to:

- (1) Refrain from issuing further orders for materials or services related to the subject contract;
- (2) Direct any subcontractors to comply with the contents of this letter; and
- (3) Otherwise minimize costs.

The direction in this letter is in effect until you are notified by the Contracting Officer that work under the contract shall resume. That is not expected to happen until appropriations again become available for this agency. We will notify your firm otherwise if emergency services will be required during the lapse in appropriations.

Should you have any questions or need additional information, you may contact any of the following:

Liliana Delbonifro

Director, Acquisition Management Division at [215-446-4491](tel:215-446-4491)

John Singleton

Operations Branch Chief, Acquisition Management Division at [215-446-4496](tel:215-446-4496)

Diane Stetser

Procurement Analyst, Acquisition Management Division at [215-446-4586](tel:215-446-4586)

Sincerely,

*Theresa J. Weikel*

Theresa J. Weikel  
Contracting Officer

U.S. General Services Administration  
Acquisition Management Division (3PQXA)  
The Strawbridge Building, 9th Floor  
20 N. 8th Street  
Philadelphia, PA 19107  
Phone: [215-446-4524](tel:215-446-4524)  
Cell: (b) (6)  
Fax: 215-209-05

# TAB 37

1953 Gallows Road  
Suite 650  
Vienna, VA 22182

703.288.2800  
Fax: 703.288.4868  
[www.centrelawgroup.com](http://www.centrelawgroup.com)

May 5, 2014

**VIA ELECTRONIC AND CERTIFIED MAIL**

Cynthia Beckett  
Contracting Officer  
U.S. General Services Administration  
Public Building Services  
1800 F Street Northwest  
Washington, DC 20405  
[Cynthia.Beckett@gsa.gov](mailto:Cynthia.Beckett@gsa.gov)

**Re: BPA No. GS-23F-ST001  
Task Order No. GS-P-00-11-CY-0012 (the “Contract”)  
Request for Contracting Officer’s Final Decision**

Dear Ms. Beckett:

In accordance with the Contract Disputes Act, Integrity Management Consulting (“Integrity”), through counsel, hereby requests a contracting officer’s final decision regarding an interpretation of the Contract and its Modifications. *See DaVita, Inc. v. United States*, 110 Fed. Cl. 71, 85-86 (2013) (“If a contractor’s written request for an interpretation of contract terms ‘asserts specific contractual and legal grounds for the contractor’s interpretation’ of those terms, that contractor has submitted a valid claim under the CDA.” (citation and alterations omitted)); Specifically, Integrity requests that GSA recognize that its Modification 10 to the Contract that purported to exercise Option Year Three for a period of one month pursuant to FAR 52.217-8, was actually an exercise of the full Option Year Three under FAR 52.217-9. Pursuant to 41 U.S.C. § 7103(f)(1), Integrity requests a Final Decision within 60 days of the receipt of this written request. As this request is for a non-monetary contract interpretation, the certification provision of 41 U.S.C. § 7103(b) is inapplicable. *See Alliant Techsystems, Inc. v. United States*, 178 F.3d 1260, 1267 (Fed. Cir. 1999) (certification is not required for a non-monetary request for declaratory relief); *cf. In Re Weststar Eng’g, Inc.*, ASBCA No. 52484, 02-1 B.C.A. (CCH) ¶ 31759 (Feb. 11, 2002) (“Where the gravamen of a claim is money, the contractor cannot avoid the requirement for a sum certain and certification by casting it as a claim for contract interpretation.”).



The Task Order incorporated FAR 52.217-9 (Option to Extend the Term of the Contract), when it provided that the period of performance was a 12-month base period and three 12-month options years that could be exercised by GSA upon timely written notice.

#### 4. Period of Performance:

The period of performance is for a 12-month base period and **three 12-month option years**. The Government may exercise the option by providing written notice to the Contractor no later than 45 days prior to the expiration of the proceeding term:

Base Year:	February 18, 2011 thru February 17, 2012
Option Year I:	February 18, 2012 thru February 17, 2013
Option Year II:	February 18, 2013 thru February 17, 2014
Option Year III:	February 18, 2014 thru February 17, 2015

Task Order at 3 (emphasis added). The Task Order, however, did not incorporate FAR 52.217-8 (Option to Extend Services). Incorporation of FAR 52.217-8 into a contract allows the government to extend performance of a contract for up to 6 months without negotiation if certain conditions are present. These conditions arise when “[a]ward of contracts for recurring and continuing service requirements are [] delayed due to circumstances beyond the control of contracting officers.” 48 C.F.R. §37.111. “Examples of circumstances causing such delays are bid protests and alleged mistakes in bid.” *Id.*

At the end of the 12-month base period, GSA exercised Option Year One pursuant to FAR 52.217-9. *See* Modification 6. At the end of the 12-month Option Year One, GSA exercised Option Year Two pursuant to FAR 52.217-9. *See* Modification 8.<sup>1</sup> However, when time arrived to exercise Option Year Three, instead of exercising the full option year pursuant to FAR 52.217-9, GSA issued unilateral modification 10 which purported to “Exercise Option No. III for a one month period (2/18/14 through 3/17/14).” GSA stated that it had the authority to do so pursuant to FAR 52.217-8. On March 17, 2014, GSA issued unilateral modification 12 which purported to “Exercise Option No. III for a one month period (3/18/14 through 4/17/14).” Again, GSA stated that it had authority to do so pursuant to FAR 52.217-8. Finally, on April 17, 2014, Jennell Joyner of GSA requested a bi-lateral modification for another short-term extension, this time for two months from April 18, 2014 through June 17, 2014. Integrity signed Modification 14 under protest, and told GSA that it would be filing this present request for a contracting officer’s final decision in the near future.<sup>2</sup>

---

<sup>1</sup> The base period was funded through several modifications because of the inclusion of an “Availability of Funds” provision pursuant to FAR 52.232-18. This clause was removed before the exercise of Option Year One, and Option Year One was funded in full.

<sup>2</sup> Because Modification 14 was signed under protest, the box was not checked indicating that it was a supplemental agreement between the parties. Instead, it was purportedly entered pursuant to “FAR 52.217-7.” This was an obvious typo as the description of the provision is “Option to extend services” which is FAR 52.217-8, while FAR 52.217-7 is “Option for Increased Quantity—Separately Priced Line Item.” Modification 14 is also signed by Jennell Joyner as the Contracting Officer, although Ms. Cynthia Beckett is the Contracting Officer pursuant to Modification 13.

As has been previously communicated to the GSA, Integrity maintains the position that GSA has no valid legal basis for issuing the purported short-term extensions. Instead, Integrity maintains that GSA's exercise of Option Year Three in Modification 10 must be interpreted as an exercise of the full Option Year Three pursuant to FAR 52.217-9.

First, GSA had no authority to issue short-term extensions pursuant to FAR 52.217-8 because FAR 52.217-8 was not incorporated into the task order. The FAR is clear that "the contracting officer **may** include an option clause," FAR 37.111 (emphasis added), but it will not be read into the contract absent an affirmative decision to incorporate it. See FAR 17.208(f) (requiring contracting officers to "[i]nset a clause substantially the same as the clause at 52.217-8, Option to Extend Services, in solicitations and contracts for services when the inclusion of an option is appropriate"). Thus, GSA's attempt to exercise a clause it did not incorporate into the Task Order must necessarily fail. See *In Re Griffin Servs., Inc.*, ASBCA No. 52281, 02-2 B.C.A. (CCH) ¶ 31943 (Aug. 2, 2002) ("As the Supreme Court has recently reminded in a unanimous opinion, when the Government enters the marketplace by way of contract and does business with its citizens, its rights and duties are governed generally by the law applicable to contracts between private individuals. Thus, we look to contract rules, not regulatory rules, for the interpretation of this clause." (internal quotation omitted)). Instead, Modification 10's intention to "Exercise Option No. III" must be given its logical meaning of exercising the full Option Year Three pursuant to FAR 52.217-9.

Further, even assuming that GSA had incorporated FAR 52.217-8, it is inapplicable to the facts of this case. "The purpose of the FAR clause [FAR 52.217-8] is to protect contracting agencies from being 'forced to negotiate short extensions' to expiring contracts at potentially higher prices, particularly when performance of the follow-on contract is delayed." See *Overseas Lease Grp., Inc. v. United States*, 106 Fed. Cl. 644, 650-51 (2012). Thus, even when FAR 52.217-8 is incorporated into a contract, its short-term extensions are appropriate only where the award of a successor contract is delayed due to circumstances beyond the control of the contracting officer such as bid protests and alleged mistakes in bid. See *Arko Executive Servs., Inc. v. United States*, 553 F.3d 1375, 1380 (Fed. Cir. 2009); *Storage Tech. Corp. v. CCL Serv. Corp.*, 94 F. Supp. 2d 697, 701 (D. Md. 2000) ("[T]he purpose set forth by 48 C.F.R. § 37.111, [is] to allow the government to continue receiving services in the face of the all-too-common bid protest."). In this case, no bid protest has been filed and there is no alleged mistake in bid, so even assuming that FAR 52.217-8 was incorporated into the Task Order, this is not an appropriate case to use such short-term extensions.

Because the purported short-term extensions of Modifications 10, 12, and 14 were improper and a violation of the FAR, they are legally invalid. Instead, Modification 10 should be read for its plain meaning and interpreted as being an exercise of full Option Year Three.<sup>3</sup> Integrity stands prepared to provide services for the exercised Option Year Three (2/18/14 through 3/17/14) upon confirmation that Modification 10 exercised the full option year.

Integrity realizes that the above legal conclusion means that work performed since the inception of Option Year Three and continuing for the balance of that option year should be priced

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<sup>3</sup> As a result, Modifications 12 and 14 are duplicative and void.

Ms. Cynthia Beckett  
Task Order No. GS-P-00-11-CY-0012  
May 5, 2014  
Page 4 of 4

and performed at the prices stated in the Contract rather than the prices reflected in Modifications 10, 12 and 14. Integrity stands ready to execute a contract modification for the purpose of accomplishing a reformation of erroneous Modifications 10, 12 and 14 to achieve these legally required outcomes. We look forward to working with you to craft and implement such a contract modification. Thank you.

Respectfully submitted,

(b) (6)

James S. Phillips  
Mitchell A. Bashur  
Centre Law Group  
1953 Gallows Road, Suite 650  
Vienna, VA 22182  
P: 703-288-2800  
F: 703-288-4868  
jphillips@centrelawgroup.com  
mbashur@centrelawgroup.com

cc: Ms. Linda Baker, Contracts Manager, Integrity Management Consulting  
[LBaker@integritymc.com]  
Mr. Andrew Blumenfeld, Deputy Assistant Commissioner for Acquisition Management,  
[andrew.blumenfeld@gsa.gov]  
Ms. Teresa Lamar-Brown, COTR (Program Analyst) [teresa.lamar@gsa.gov]

# TAB 38



Public Buildings Service

May 23, 2014

Mr. Christopher Romani  
President and CEO  
Integrity Management Consulting, Inc.  
2000 Corporate Ridge, Suite 170  
McLean, VA 22102

SUBJECT: Demand for Payment, Blanket Purchase Agreement (BPA) GS-23F-ST001, Task Order GS-P-00-11-CY-0012 for Acquisition Support Services for the Office of Acquisition Management, Acquisition Services Division, Public Buildings Service

Dear Mr. Romani:

Our records indicate that your company has not provided repayment in the amount of \$143,892.64, which was outlined the Contracting Officer's Decision dated April 14, 2014, for an over payment of Acquisition Support Services, during two distinct periods of time (1) the Government Shutdown of October 2013, and (2) Ms. Doris Williams' FMLA medical leave during the contract performance period.

Please help us resolve this account by sending payment in the amount of \$143,892.64 within 5 days of the date of letter. To ensure proper credit, send your payment and a copy of this letter to:

General Services Administration  
P.O. Box 301511  
Los Angeles, CA 90030-1511

If payment is not received by the requested date, the General Services Administration will have no other recourse but to begin recovering the overpayment through the administrative offset process.

Sincerely,

*Cynthia A. Beckett*

Cynthia A. Beckett  
Contracting Officer  
General Services Administration  
Public Buildings Service

# TAB 39



Public Buildings Service

June 11, 2014

Mr. Christopher Romani  
President and CEO  
Integrity Management Consulting, Inc.  
2000 Corporate Ridge, Suite 170  
McLean, VA 22102

SUBJECT: Blanket Purchase Agreement (BPA) GS-23F-ST001, Task Order GS-P-00-11-CY-0012, Acquisition Support Services for the Office of Acquisition Management, Acquisition Services Division, Public Buildings Service

Dear Mr. Romani:

This letter is in response to the letter dated April 5, 2014, sent on your behalf by your attorney's at Centre Law. In that letter your attorneys stated your position as to why your company feels it should be provided a full twelve (12) month option extension for the period February 18, 2014 through February 17, 2015 (hereinafter Option Year 3). Integrity Management Consulting, Inc and is entitled to receive additional payment for originally negotiated rates for the entire period of performance.

The GSA has determined that a Contracting Officer's Final Decision is not required at this time. A review of the by the Contracting Officer and Legal Counsel revealed the letter does not meet the requirements covered under 41 U.S.C. 7103 for a certified claim. Per 41 U.S.C. 7103(b), Integrity is required to provide a sum certain and certify if necessary. Integrity has not provided a certain sum nor has a certified claim been issued.

While Integrity asserts that they are not required to identify a certain sum because they are submitting a non-monetary claim, that position is belied by the fact that it asks to be paid money (e.g., to be paid at the contract rates under the full term of the option period). See the quote: "Integrity realizes that the above legal conclusion means that work performed since the inception of Option Year Three and continuing for the balance of that option year should be priced and performed at the prices stated in the Contract rather than the prices reflected in the Modifications 10, 12, and 14."



However, case law has established that Integrity cannot circumvent the certification requirements of the CDA by trying to masquerade their claim as a non-monetary claim. The Board has stated: "[w]hile some CDA disputes may involve purely an interpretation of contract terms, claims which are in essence "money claims" may not be clothed as requests for contract interpretations. Appeal of Westinghouse, ASBCA 47868, 95-1 B.C.A P27364, 1994 ASBCA LEXIS 386 (citing Reflectone, Inc., ASBCA 34093, 87-1 B.C.A P 19656, 1987 ASBCA LEXIS 911).

Here, Integrity is pursuing a monetary claim because they are seeking to be paid for the entire term of the purported option year prices at the prices set forth in the Contract. This is a claim for money that can be expressed as a dollar figure. As such, it must be expressed as a monetary claim and a sum certain be provided.

Therefore, GSA will not be issuing a contracting officer's final decision. Additionally, I note that Integrity has requested that GSA defer collection on the basis of an appeal of the April 14, 2014 final decision. As the filing of an appeal alone is not a basis for granting a deferral, GSA will continue to move forward with the administrative offset to recover the overpayment to Integrity.

Sincerely,

**Cynthia A. Beckett**

Cynthia A. Beckett  
Contracting Officer  
Public Buildings Services  
General Services Administration

# **TAB 40**



Public Buildings Service

June 12, 2014

Mr. Christopher Romani  
President and CEO  
Integrity Management Consulting, Inc.  
2000 Corporate Ridge, Suite 170  
McLean, VA 22102

SUBJECT: Blanket Purchase Agreement (BPA) GS-23F-ST001, Task Order GS-P-00-11-CY-0012, Acquisition Support Services for the Office of Acquisition Management, Acquisition Services Division, Public Buildings Service

Dear Mr. Romani:

This letter provides written notification that GSA is rejecting Integrity's Invoice Number 37261141, dated May 19, 2014 for services rendered during the month of April 2014 under the subject contract. The invoice submitted did not contain the requisite information to support processing it for payment.

In accordance with FAR 52.212-4(g), Contract Terms and Conditions—Commercial Items (Feb 2007)(Deviation Feb 2007) and ALT I (October 2012), Integrity is required to invoice for "services rendered." Yet, I note that the invoice provided does not state or confirm that your company is invoices for services actually rendered or whether your company invoiced regardless of whether your contract staff provided a specified quantity of hourly work. See Order for Supplies and Services, Order No. GS-P-00-11-CY-0012, Contract No. GS-23F-ST001, Date of Order Feb 18, 2011, page 2 of 9: "When invoicing for services rendered...."See BPA pg 7.

Invoicing must be done pursuant to MAS terms and conditions. The Task Order incorporates the terms and conditions of the Schedule Contract, including 52.212-4(g). This clause requires the contractor to provide invoices that include a description of the quantity, unit of measure, unit price, extended price of the items delivered and any prompt payment terms offered. Here, as this contract is premised upon the delivery of hourly work, the price must include a breakdown that lists the quantity of hourly services delivered multiplied by the price for that labor category to get an extended price.

Therefore, upon notification that the invoice number 3726114 is rejected, Integrity must submit a proper invoice to be reviewed for payment consideration.

Sincerely,

Cynthia A. Beckett

Cynthia A. Beckett  
Contracting Officer  
Public Buildings Services  
General Services Administration

# **TAB 41**



Office of Audits  
Office of Inspector General  
U.S. General Services Administration

July 16, 2014

Mr. Christopher Romani  
Integrity Management Consulting, Inc.  
2000 Corporate Ridge, Suite 170  
McLean, VA 22102

Re: Limited Scope Postaward Examination of Task Order GS-P-00-11-CY-0012  
Awarded Under GSA Contract Number GS-10F-0186U  
*Audit Number A140144*

Dear Mr. Romani:

This letter is to inform you that we are performing a limited scope postaward examination of Task Order GS-P-00-11-CY-0012 through BPA GS-23F-ST001. This postaward examination is initiated pursuant to contract clause 552.215-71, Examination of Records, and under the authority of the Inspector General Act of 1978, as amended, 5 U.S.C. App.3.

The purpose of our postaward examination is to evaluate the accuracy of Integrity Management Consulting, Inc.'s (Integrity) compliance with the contract terms and conditions of your GSA contract, BPA and awarded task order. The focus of our examination will be all GSA billings under the above mentioned task order for the entire contract/ task order period (March 2009 - July 2014).

To facilitate our examination and reduce our onsite field work requirements, please see the attachment for our data request and other documentation to be submitted prior to our site visit.

To prevent a delay in the examination, we appreciate your timely handling of this request. **All information requested should be provided as soon as possible, but no later than August 4, 2014.**

***Please review this letter and contact us with any questions you may have. We appreciate your timely handling of this request.***

Elizabeth Telo	Audit Manager	<a href="mailto:Elizabeth.telo@gsaig.gov">Elizabeth.telo@gsaig.gov</a>	(404) 224-2227
Tiffany Sohi	Auditor-In-Charge	<a href="mailto:Tiffany.eghbalisohi@gsaig.gov">Tiffany.eghbalisohi@gsaig.gov</a>	(415) 522-2772

Sincerely,

**(b) (6)**

Elizabeth A. Telo  
Audit Manager  
GSA, Office of Inspector General  
Southeast Sunbelt Region Audit Office  
401 W. Peachtree Street NW, Suite 1701  
Atlanta, GA 30308  
(404) 224-2227

## **DATA REQUESTS**

Please provide computerized files of sales transactions for **ALL** GSA sales under GS-10F-0186U, BPA GS-23F-ST001, Task Order GS-P-00-11-CY-0012, for the period March 2009 through July 2014. The sales data should contain the following fields to the extent available; however, additional fields need not be eliminated:

- Contract Number
- Task Order Number
- Task Order Date
- Invoice Number
- Invoice Date
- List Price/List Billing Rate
- Unit Price/Billing Rate
- Quantity/Billed Hours
- Overtime rate, site-differential, etc.
- Labor Category/Item Description (labor category name, travel, other direct cost, materials)
- Employee Name
- Labor Rate type (Government –on/offsite, Contractor –on/offsite, subcontractor effort)
- Corresponding GSA Labor category
- Payment Date
- Payment Terms
- Special Item Number

### **Medium**

The data can be provided on one of the following:

- CD-ROM
- DVD
- Flash Drive
- Other Electronic Storage Device

We can accept and work with files with Database (.DBF), Access (.MDB), or Excel (.XLS or .XLSX) extensions. If information is stored in another format, please discuss this with us before compiling.



## **DOCUMENTATION REQUESTS**

We also request the following information in advance:

- ☐ A breakdown of all hours worked by each employee for the contract period.
- ☐ Timesheets for all employees who worked under the contract/task order for the contract period.
- ☐ A copy of all invoices submitted to GSA for payment.
- ☐ All price lists in effect during GSA contract period for all offered services.
- ☐ Chart of Accounts and relevant company organizational charts.
- ☐ Current written procedures and flowcharts detailing the order processing and billing systems.
- ☐ A summary of orders and corresponding values placed under the subject task order for the contract period.
- ☐ Detailed data of billable labor rates by individual for all personnel working on the subject task order. This data should include the individual's name, labor discipline(s), billable rate(s), whether the individual is an employee or a subcontractor, and, if an employee, whether the employee's time is directly or indirectly charged.
- ☐ A list of all labor categories and related descriptions, as well as experience and education qualification factors.
- ☐ Any written procedures in effect to ensure that all employees assigned to government task orders meet the experience and educational qualifications stipulated in the GSA contract.

# **TAB 42**

IN THE CIVILIAN BOARD OF CONTRACT APPEALS

_____	)	
INTEGRITY MANAGEMENT	)	
CONSULTING, INC.,	)	
	)	
Appellant,	)	
	)	
v.	)	CBCA 3873
	)	(Judge Pollack)
GENERAL SERVICES	)	
ADMINISTRATION,	)	
	)	
Respondent.	)	
_____	)	

**Declaration of Marc A. Klein**

I, Marc A. Klein, declare as follows:

1. From September 2012 to May 2014, I was employed by Integrity Management Consulting, Inc. (“Integrity”) as the company’s chief financial officer.
2. On March 5, 2014, I met with General Services Administration (“GSA”) Deputy Assistant Commissioner for Acquisition Andrew Blumenfeld at GSA offices on 1800 F Street NW, Washington, D.C. Contracting Officer Theresa Weikel and Director of Acquisition Management Liliana Delbonifro attended via teleconference from GSA’s Philadelphia office.
3. The purpose of the meeting was to discuss certain amounts invoiced by Integrity and paid by GSA during Integrity’s performance of Task Order No. GS-P-00-11-CY-0012 (the “Task Order”).
4. Specifically, Mr. Blumenfeld asserted that GSA was entitled to reimbursement based on Integrity’s billings during two periods during which Doris Williams, an Integrity employee staffed to the Task Order, was on medical leave. Mr. Blumenfeld also asserted that GSA was entitled to reimbursement based on invoices submitted by Integrity for October, 2013, during which the federal government shut down.

5. I responded that Integrity provided GSA prior notice that Ms. Williams would be on leave and asked GSA for guidance regarding Task Order staffing – *i.e.*, whether Integrity should provide a temporary replacement for Ms. Williams or perform her duties using existing staff. I informed Mr. Blumenfeld that Integrity received no response to this inquiry.

6. I also explained that Integrity notified GSA of Integrity's plan not to change its billing in response to the government shutdown – because Integrity's contract was for a firm-fixed price – and more than once solicited GSA's approval of this plan. I stated further that GSA did not respond to Integrity's correspondence on the matter but that when GSA paid Integrity's invoice, Integrity considered the issue to be closed.

7. I explained that all the feedback Integrity received from GSA regarding Integrity's performance of the Task Order was positive and that GSA at no point criticized Integrity's performance of the Task Order.

8. Mr. Blumenfeld confirmed that he was not aware of any problem with Integrity's performance of the Task Order.

9. Mr. Blumenfeld stated that the Task Order was written poorly. He also expressed an opinion that GSA had not monitored the Task Order appropriately.

I declare under penalty of perjury that the foregoing is true and correct.

**(b) (6)**

Marc A. Klein

7/28/2014  
Date

# TAB 43

IN THE CIVILIAN BOARD OF CONTRACT APPEALS

_____	)	
INTEGRITY MANAGEMENT	)	
CONSULTING, INC.,	)	
	)	
Appellant,	)	
	)	
v.	)	CBCA 3873
	)	(Judge Pollack)
GENERAL SERVICES	)	
ADMINISTRATION,	)	
	)	
Respondent.	)	
_____	)	

**Declaration of Linda Baker**

I, Linda Baker, declare as follows:

1. From August 15, 2010 to present, I have been employed by Integrity Management Consulting, Inc. (“Integrity”) as the company’s contracts manager.
2. From February 2011 to June 2014, Integrity performed Task Order No. GS-P-00-11-CY-0012 (the “Task Order”) for the General Service Administration’s Public Buildings Service (“GSA”), under which Integrity assisted GSA in the formulation and administration of government contracts. The Task Order was awarded for a firm-fixed price.
3. During the course of the Task Order’s performance, Integrity often experienced difficulty and delay when attempting to communicate with GSA officials regarding the administration of the Task Order – in particular with regard to Task Order staffing. GSA commonly failed to respond to Integrity’s inquiries at all, or otherwise Integrity received communications from GSA officials whose roles and authority under the Task Order were not (and still are not) clear. These communication difficulties appeared to be caused or exacerbated

by internal confusion at GSA regarding which officials were assigned to administer the Task Order.

4. For example, the Task Order's original contracting officer ("CO") was Colette Scott, who was based at GSA offices in Washington, D.C. Integrity sought to contact Ms. Scott via email on November 19, 2012 to discuss the departure of a member of the Task Order staff and inquire whether Integrity should "back fill" the position. The relevant email exchange is attached hereto as Exhibit A. On November 28, 2012, another GSA official, Diane Taylor, informed Integrity that "Ms. Scott is no longer the contracting officer for the contracts. All integrity contracts have been transferred for contract administration to other COs." Ex. A at 12. I did not and do not know what role Ms. Taylor filled at GSA. On December 3, 2012, I wrote an email to Ms. Taylor asking her to identify the current CO and CO's representative for the Task Order. *Id.* at 11. Ms. Taylor informed Integrity that Theresa Weikel, who is based in Philadelphia, Pennsylvania, was the new CO. Integrity never received a Task Order modification installing Ms. Weikel as CO. *Id.* at 10.

5. On December 7, 2012, I repeated Integrity's inquiry regarding staffing, and Ms. Weikel responded on December 11, 2012: "I have sent an e-mail message to Diane Taylor and Collette Scott asking for information on this issue. I will contact you as soon as I receive a response." *Id.* at 2. Ms. Weikel ultimately did not provide a response. GSA installed yet another CO, Cynthia Beckett, via Task Order modification on March 27, 2014.

6. Despite Integrity's overall difficulty communicating with GSA, on several occasions GSA decided to de-scope the Task Order in anticipation of reduced labor requirements and communicated those decisions to Integrity by issuing changes to the Task Order. In each instance, Integrity revised its Task Order pricing accordingly.

7. For example, on December 20, 2012, Ms. Scott emailed Integrity a document titled “SOW Integrity REVISED 12-2012” and requested that Integrity submit a revised and reduced firm-fixed-price quotation based on the removal of certain labor categories in Option Years 2 and 3 of the Task Order. This email and its attachment are attached hereto as Exhibit B. Integrity complied with this change the same day, submitting a revised firm-fixed price for Option Years 2 and 3. Integrity’s transmission email and revised quote are attached hereto as Exhibit C.

8. On January 9, 2013, I received an email from Ms. Weikel, requesting that Integrity review its records and provide comments regarding invoicing under the contract for the period February 18, 2012 through February 17, 2013, Option Year 1 of the Task Order. This email is attached hereto as Exhibit D. The email retrospectively identified several invoice periods in 2012 where Ms. Weikel stated that GSA paid the “same price” regardless of the particular staffing level for that invoice period. *Id.* As a preliminary point, I note that the specific figures identified in Ms. Weikel’s email are incorrect, which I explained to Ms. Weikel during the January 15, 2013 teleconference described below.

9. Notwithstanding the specific figures that Ms. Weikel cited in her email, it is true that Integrity’s Task Order staffing fluctuated in 2012 as a result of certain employees’ departures from Integrity and one employee’s maternity leave. Integrity notified GSA regarding all such staffing fluctuations. During these periods, Integrity invoiced GSA in accordance with its established firm-fixed price, except where GSA directed Integrity to de-scope the Task Order.

10. On or about January 15, 2013, I participated in a teleconference call with Ms. Weikel and Laurie Schimmel from GSA’s Washington, D.C. office to discuss Ms. Weikel’s email of January 9, 2013.



11. During the call, I pointed out that the Task Order was for a firm-fixed price, that we had de-scoped the contract when directed to, and that we had been prepared to back-fill personnel during any absences. Ms. Weikel agreed that the Task Order was for a firm-fixed price and, as a result, agreed that Integrity did not owe GSA a refund.

12. Later on January 15, 2013, I transmitted an email to Ms. Weikel and Ms. Schimmel that attached a spreadsheet detailing Integrity's invoicing under the Task Order. This email is attached hereto as Exhibit E. On January 16, 2013, Ms. Weikel forwarded me an email she received earlier that day from Ms. Schimmel in which Ms. Schimmel confirms: "I have verified the payments and invoices. We are in sync. . . ." This email is attached hereto as Exhibit F.

I declare under penalty of perjury that the foregoing is true and correct.

**(b) (6)**

Linda Baker

7/30/14

Date

# EXHIBIT A

---

**From:** Theresa Weikel - 3PQXA [mailto:theresa.weikel@gsa.gov]  
**Sent:** Tuesday, December 11, 2012 10:08 AM  
**To:** Linda Baker  
**Cc:** Mark Kulungowski; Mark Kulungowski; Diane Taylor - QTFAAC; Collette Scott - PGQC; Matthew Urnezis - PGQ  
**Subject:** Re: GS-P-00-11-CY-0012

Good Morning Ms. Baker,

I have sent an e-mail message to Diane Taylor and Collette Scott asking for information on this issue. I will contact you as soon as I receive a response. Thank you.

On Fri, Dec 7, 2012 at 3:33 PM, Linda Baker <[LBaker@integritymc.com](mailto:LBaker@integritymc.com)> wrote:

Dear Ms. Weikel,

We were informed by Diane Taylor (email attached) that our Task Order (BPA: GS-23F-ST001; Task Order : GS-P-00-11-CY-0012) was transferred to you for administration. We have been told not to backfill a position that was recently vacated and wanted your confirmation of this direction. Please contact me at your earliest convenience to discuss the status of this task order.

Thank you,

**Linda Baker**

Contracts Manager



(v) [703-349-3394](tel:703-349-3394) x1037

(f) [703-232-1745](tel:703-232-1745)

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---

**From:** Diane Taylor - QTFAAC [mailto:[diane.taylor@gsa.gov](mailto:diane.taylor@gsa.gov)]  
**Sent:** Monday, December 03, 2012 3:33 PM  
**To:** Linda Baker

**Cc:** Butch Jordan; Mark Hogenmiller

**Subject:** Re: FW: Re:

Yes, you are not authorized to backfill Ms. Pritchett's position

On Mon, Dec 3, 2012 at 3:29 PM, Linda Baker <[LBaker@integritymc.com](mailto:LBaker@integritymc.com)> wrote:

Ms. Taylor,

Did you mean to say we are “not” authorized to backfill Ms. Pritchett’s position?

**Linda Baker**

Contracts Manager



(v) [703-349-3394](tel:703-349-3394) x1037

(f) [703-232-1745](tel:703-232-1745)

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---

**From:** Diane Taylor - QTFAAC [mailto:[diane.taylor@gsa.gov](mailto:diane.taylor@gsa.gov)]

**Sent:** Monday, December 03, 2012 3:19 PM

**To:** Linda Baker

**Cc:** Butch Jordan; Mark Hogenmiller

**Subject:** Re: FW: Re:

No you are authorized to backfill for Ms. Pritchett.

On Mon, Dec 3, 2012 at 2:34 PM, Linda Baker <[LBaker@integritymc.com](mailto:LBaker@integritymc.com)> wrote:

Ms. Taylor,

Please advise the following:

1. Who is the current Contracting Officer for our Task Order?
2. Who is the current COR for our Task Order?
3. Are we authorized to backfill Ms. Pritchett?

Thank you,

**Linda Baker**

Contracts Manager



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---

**From:** Butch Jordan  
**Sent:** Wednesday, November 28, 2012 8:28 AM  
**To:** Mark Hogenmiller  
**Cc:** Linda Baker  
**Subject:** FW: Re:

FYI....this is the first time we've been officially notified that Collette is no longer the KO.

---

**From:** Diane Taylor - QTFAAC [<mailto:diane.taylor@gsa.gov>]  
**Sent:** Wednesday, November 28, 2012 7:34 AM  
**To:** Butch Jordan  
**Cc:** Collette Scott - PGQC; Linda Baker  
**Subject:** Re: Re:

Good morning, Mr. Jordan

I am not sure where the contractor employee received that information. Ms. Scott is no longer the contracting officer for the contracts. All integrity contracts have been transferred for contract administration to other COs. I will let management know of Ms. Pritchett's departure for Friday, November 30.

On Tue, Nov 27, 2012 at 2:01 PM, Butch Jordan <[hjordan@integritymc.com](mailto:hjordan@integritymc.com)> wrote:

Ms. Taylor,

Thank you for your feedback. Regretfully, I must advise you that Ms. Pritchett will be leaving Integrity on Friday November 30, 2012.

The sudden departure of the Integrity closeout team members is very concerning to me and the Integrity leadership. However during exit interviews with our team members; we have learned that the fear of a staff reduction is the cause of their departure. It seems that government team members are privately telling our closeout team members that they will be dropped from the contract at the end of the calendar year. They believe this information is coming from a reliable sources and it has caused them to be concerned for their jobs. Therefore, they decided to seek employment elsewhere.

I understand we are not within the governments standard timeframe for intent to exercise the next option period. It would be helpful for all concerned to have a better understanding of the governments requirements for contract closeout personnel and this task order.

Respectfully,

**Butch Jordan**

Program Director

(v) [703-349-3394](tel:703-349-3394) x1021

(f) [703-232-1745](tel:703-232-1745)

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---

**From:** Diane Taylor - QTFAAC [mailto:[diane.taylor@gsa.gov](mailto:diane.taylor@gsa.gov)]  
**Sent:** Sunday, November 25, 2012 5:22 PM  
**To:** Collette Scott - PGQC  
**Cc:** Lloyd Hampton - PGQC; Butch Jordan  
**Subject:** Re:

This acquisition management division will not be back filling Sandra Baileys slot.

On Nov 20, 2012 3:46 PM, "Collette Scott - PGQC" <[collette.scott@gsa.gov](mailto:collette.scott@gsa.gov)> wrote:

Butch,

I have not had a chance to speak with my supervisor(s) on this issue. I will after the Thanksgiving Holiday.

Collette Scott

Senior Contract Specialist/Contracting Officer  
Office of Acquisition Management  
Center for Acquisition Services (PGEB)  
1800 F Street NW, Rm 4313  
Washington, DC 20405  
[202-501-9154](tel:202-501-9154)  
**(b) (6)**  
[202-208-7413](tel:202-208-7413)(FAX)

On Mon, Nov 19, 2012 at 11:16 AM, Butch Jordan <[hjordan@integritymc.com](mailto:hjordan@integritymc.com)> wrote:

Good Morning Collette,

I hope you had a wonderful weekend.

I am following up with you on our previous conversation about back filling Sandra Bailey. Have you had an opportunity to meet with your leadership to discuss this subject? I have several good candidates that I would like to present to you.

Respectfully,

**Butch Jordan**

Program Director

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--

Diane P. Taylor

Supervisory Contract Specialist, QTFAAC

GSA, Federal Acquisition Service

IT Schedule Contract Ops Div 1

Center for IT Schedule Program

2200 Crystal Drive, Suite 600

Arlington, VA 20406

email: [diane.taylor@gsa.gov](mailto:diane.taylor@gsa.gov)

(voice) [703-603-8295](tel:703-603-8295)

(blackberry) **(b) (6)**

(fax) [703-605-9837](tel:703-605-9837)

--

Diane P. Taylor

Supervisory Contract Specialist, QTFAAC

GSA, Federal Acquisition Service

IT Schedule Contract Ops Div 1

----- Forwarded message -----

From: Diane Taylor - QTFAAC <[diane.taylor@gsa.gov](mailto:diane.taylor@gsa.gov)>

To: Linda Baker <[LBaker@integritymc.com](mailto:LBaker@integritymc.com)>

Cc: Butch Jordan <[hjordan@integritymc.com](mailto:hjordan@integritymc.com)>, Mark Hogenmiller <[MHogenmiller@integritymc.com](mailto:MHogenmiller@integritymc.com)>

Date: Mon, 3 Dec 2012 15:17:55 -0500

Subject: Re: FW: Re:

The task order was transferred to the following contracting officer:

Theresa J. Weikel  
Contracting Officer  
U.S. General Services Administration  
Acquisition Management Division (3PQXA)  
The Strawbridge Building, 9th Floor  
20 N. 8th Street  
Philadelphia, PA 19107  
Phone: [215-446-4524](tel:215-446-4524)  
Cell: [215-205-8949](tel:215-205-8949)  
Fax: [215-209-0522](tel:215-209-0522)

On Mon, Dec 3, 2012 at 2:41 PM, Linda Baker <[LBaker@integritymc.com](mailto:LBaker@integritymc.com)> wrote:

BPA: GS-23F-ST001

Task Order : GS-P-00-11-CY-0012

Thank you,

**Linda Baker**

Contracts Manager



(v) [703-349-3394](tel:703-349-3394) x1037

(f) [703-232-1745](tel:703-232-1745)

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---

**From:** Diane Taylor - QTFAAC [mailto:[diane.taylor@gsa.gov](mailto:diane.taylor@gsa.gov)]  
**Sent:** Monday, December 03, 2012 2:36 PM  
**To:** Linda Baker  
**Cc:** Butch Jordan; Mark Hogenmiller  
**Subject:** Re: FW: Re:

What is the contract number?

On Mon, Dec 3, 2012 at 2:34 PM, Linda Baker <[LBaker@integritymc.com](mailto:LBaker@integritymc.com)> wrote:

Ms. Taylor,

Please advise the following:

1. Who is the current Contracting Officer for our Task Order?
2. Who is the current COR for our Task Order?
3. Are we authorized to backfill Ms. Pritchett?

Thank you,

**Linda Baker**

Contracts Manager



(v) [703-349-3394](tel:703-349-3394) x1037

(f) [703-232-1745](tel:703-232-1745)

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**To:** Mark Hogenmiller  
**Cc:** Linda Baker  
**Subject:** FW: Re:

FYI....this is the first time we've been officially notified that Collette is no longer the KO.

---

**From:** Diane Taylor - QTFAAC [<mailto:diane.taylor@gsa.gov>]  
**Sent:** Wednesday, November 28, 2012 7:34 AM  
**To:** Butch Jordan  
**Cc:** Collette Scott - PGQC; Linda Baker  
**Subject:** Re: Re:

Good morning, Mr. Jordan

I am not sure where the contractor employee received that information. Ms. Scott is no longer the contracting officer for the contracts. All integrity contracts have been transferred for contract administration to other COs. I will let management know of Ms. Pritchett's departure for Friday, November 30.

On Tue, Nov 27, 2012 at 2:01 PM, Butch Jordan <[hjordan@integritymc.com](mailto:hjordan@integritymc.com)> wrote:

Ms. Taylor,

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The sudden departure of the Integrity closeout team members is very concerning to me and the Integrity leadership. However during exit interviews with our team members; we have learned that the fear of a staff reduction is the cause of their departure. It seems that government team members are privately telling our closeout team members that they will be dropped from the contract at the end of the calendar year. They

believe this information is coming from a reliable sources and it has caused them to be concerned for their jobs. Therefore, they decided to seek employment elsewhere.

I understand we are not within the governments standard timeframe for intent to exercise the next option period. It would be helpful for all concerned to have a better understanding of the governments requirements for contract closeout personnel and this task order.

Respectfully,

**Butch Jordan**

Program Director

(v) [703-349-3394](tel:703-349-3394) x1021

(f) [703-232-1745](tel:703-232-1745)



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**From:** Diane Taylor - QTFAAC [mailto:[diane.taylor@gsa.gov](mailto:diane.taylor@gsa.gov)]  
**Sent:** Sunday, November 25, 2012 5:22 PM  
**To:** Collette Scott - PGQC  
**Cc:** Lloyd Hampton - PGQC; Butch Jordan  
**Subject:** Re:

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On Nov 20, 2012 3:46 PM, "Collette Scott - PGQC" <[collette.scott@gsa.gov](mailto:collette.scott@gsa.gov)> wrote:

Butch,

I have not had a chance to speak with my supervisor(s) on this issue. I will after the Thanksgiving Holiday.

Collette Scott

Senior Contract Specialist/Contracting Officer  
Office of Acquisition Management  
Center for Acquisition Services (PGEB)  
1800 F Street NW, Rm 4313  
Washington, DC 20405  
[202-501-9154](tel:202-501-9154)  
(b) (6) (cell)  
[202-208-7413](tel:202-208-7413) (FAX)

On Mon, Nov 19, 2012 at 11:16 AM, Butch Jordan <[hjordan@integritymc.com](mailto:hjordan@integritymc.com)> wrote:

Good Morning Collette,

I hope you had a wonderful weekend.

I am following up with you on our previous conversation about back filling Sandra Bailey. Have you had an opportunity to meet with your leadership to discuss this subject? I have several good candidates that I would like to present to you.

Respectfully,

**Butch Jordan**

Program Director

(v) [703-349-3394](tel:703-349-3394) x1021

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Diane P. Taylor

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Center for IT Schedule Program

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Arlington, VA 20406

email: [diane.taylor@gsa.gov](mailto:diane.taylor@gsa.gov)

(voice) [703-603-8295](tel:703-603-8295)

(blackberry) [7\(b\) \(6\)](#)

(fax) [703-605-9837](tel:703-605-9837)

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Diane P. Taylor



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2200 Crystal Drive, Suite 600  
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(voice) [703-603-8295](tel:703-603-8295)  
(blackberry) (b) (6)  
(fax) [703-605-9837](tel:703-605-9837)

--

Theresa J. Weikel  
Contracting Officer  
U.S. General Services Administration  
Acquisition Management Division (3PQXA)  
The Strawbridge Building, 9th Floor  
20 N. 8th Street  
Philadelphia, PA 19107  
Phone: 215-446-4524  
Cell: (b) (6)  
Fax: 215-209-0522

# **EXHIBIT B**

---

**From:** Collette Scott - PGQC [<mailto:collette.scott@gsa.gov>]

**Sent:** Thursday, December 20, 2012 1:10 PM

**To:** Linda Baker; Mark Kulungowski

**Cc:** Laurie Schimmel - PGQC; Renee Given - PBC

**Subject:** Revised Scope of Work (SOW) Contract Number GS-23F-ST001/GS-P-00-11-CY-0012, ACT Number: PJ1P00048,

Dear Ms. Baker,

General Services Administration (GSA), Center for Acquisition Services, Washington, DC, hereby **request** that you review the revised Statement of Work. Please fill in Section 1. Services and Prices/Cost for Option Year 2 and 3, **for** Project Management and Acquisition Support Services. The **quote** is due by Friday, December 21, 2012, by 12:30 PM, EST.

Collette Scott  
Senior Contract Specialist/Contracting Officer  
Office of Acquisition Management  
Center for Acquisition Services (PGEB)  
1800 F Street NW, Rm 4313  
Washington, DC 20405  
202-501-9154  
**(b) (6)** (cell)  
202-208-7413(FAX)

REVISED  
12/2012

Request for Quote  
Project Management and Acquisition Support Services  
Office of Contracting and Facilities Division (PGQC)

**1. Introduction:**

The Contracting and Facilities Division (PGE) is in need of contractor support to assist in the formulation and administration of better FAR — GSAM — complaint acquisition and contract documents for GSA, PBS located at 1800 F Street, NW, Washington, DC.

**2. Background:**

The General Services Administration (GSA), Public Buildings Service (PBS), and the Contracting and Facilities Division (PGE) is seeking to award a task order against GSA single award blanket purchase agreement (BPA) GS-23F-ST001 for acquisition support services. The contractor shall assist in the formulation and administration of contracts, purchase orders and task/delivery orders using the FAR, GSAM agency best practices.

**3. Services and Prices/Costs:**

This is a Firm-Fixed-Price (FFP), Indefinite Delivery — Indefinite Quantity (IDIQ) Blanket Purchase Agreement (BPA). The contractor must submit a fixed labor rates under the fixed priced contract for the following labor categories:

Base Year	Services (February 18, 2011 — February 17, 2012 )				
Item	Labor Category	Qty	Unit	Unit Price	Total Cost
0001	Acquisition Specialist	1,995	hrs		
0002	Acquisition Specialist	1,995	hrs		
0003	Acquisition Specialist	1,995	hrs		
0004	Sr. Analyst	1,995	hrs		
0005	Sr. Analyst	1,995	hrs		
0006	Research Analyst	1,995	hrs		
0007	Research Analyst	1,995	hrs		
<b>Total</b>					

REVISED – Red is eliminated staff / Yellow is open position / Blue is filled position

Option	Year I Services (February 18, 2012 – February 17, 2013)				
Item	Labor Category	Qty	Unit	Unit Price	Total Cost
0001	Acquisition Specialist	1,995	hrs		
0002	Acquisition Specialist	1,995	hrs		
0003	Acquisition Specialist	1,995	hrs		
0004	Sr. Analyst	1,995	hrs		
0005	Sr. Analyst	1,995	hrs		
0006	Research Analyst	1,995	hrs		
0007	Research Analyst	1,995	hrs		

Total

REVISED – 1/2012

Option	Year II Services (February 18, 2013 – February 17, 2014)				
Labor Category	Qty	Unit	Unit Price	Total Cost	
Acquisition Specialist	1,995	hrs			
Acquisition Specialist	1,995	hrs			
Sr. Analyst	1,995	hrs			
Total					

REVISED – 12/2012

Option	Year III Services (February 18, 2014 – February 17, 2015)				
Labor Category	Qty	Unit	Unit Price	Total Cost	
Acquisition Specialist	1,995	hrs			
Acquisition Specialist	1,995	hrs			
Sr. Analyst	1,995	hrs			
Total					

#### 4. Period of Performance:

The period of performance is for a 12-month base period and three 12-month option years. The Government may exercise the option by providing written notice to the Contractor no later than 45 days prior to the expiration of the proceeding term:

Base Year:	February 18, 2011 thru February 17, 2012
Option Year I:	February 18, 2012 thru February 17, 2013
Option Year II:	February 18, 2013 thru February 17, 2014
Option Year III:	February 18, 2014 thru February 17, 2015

#### 5. Tasks:

The Contractor shall assist in the formulation and administration of contracts, purchase orders, and task/delivery orders using the FAR, GSAM Agency best practices. Project Management and Acquisition Support Services shall include:

Project Management: The Contractor shall oversee the performance of contractor Contract Specialist (CS), review contract specialist files to ensure regulatory compliance, assist customers with regulation documents and formulating contracts and Task/Delivery Orders.

Acquisition Support: The Contractor shall formulate contracts, purchase orders, and task/delivery orders against existing contracts; process modifications; extend options; assist customers with requirements documents, acquisition reporting and other acquisition support services as needed.

Contract Close-out: the Contractor shall perform contract closeout using the applicable procedures shown below dependent upon the stage of the action. For example:

- a. Physical Completion: The Contractor shall discuss with the point of contact to obtain and organize necessary paperwork from project team members (CO, PM, COR) to determine whether required deliverables and/or services have been received and accepted by the Government.
- b. Financial Completion: The Contractor shall discuss with the point of contact to determine whether final payment is due to the Contractor or a modification is required to de-obligate remaining funds.
- c. Administrative Completion: The Contractor shall complete the contract closeout Checklist in the contract writing system and print a copy for the file.

Unique Situations: There may be instances on the older actions where the contract file cannot be located; however, the financial system shows funds remaining on the action. For these actions, the Contractor will assist GSA in providing a standard letter to be mailed to the Contractor of record .

#### 6. Inherently Governmental Functions:

The contractor shall not, during the term of this contract, perform any duties determined to be Inherently Governmental Functions (See OMB Policy Letter 92-1 dated September 23, 1992). All tasks deemed as inherently governmental functions as defined under FAR Part 7.503 shall remain the responsibility of GSA, PBS.

## 7. Deliverable Schedules:

The contractor shall provide monthly status reports as requested by the designated Contracting Officer's Representative (COR), on or before the 15<sup>th</sup> of each month (unless required otherwise in writing). At a minimum, information shall include:

Section	Brief Status
<b>Contracts</b>	*
- Quantity	*
- Anticipated Award Date	*
<b>Section</b>	<b>Brief Status</b>
<b>Blanket Purchase Agreements</b>	*
- Quantity	
- Under \$150k	*
- Over \$150k	*
- Anticipated Award Date	*
<b>Purchase Orders</b>	*
- Quantity	*
- Under \$150k	*
- Over \$150k	*
- Anticipated Award Date	*
<b>Task Orders Against Schedules and IDIQ contracts</b>	*
- Quantity	*
- Under \$150k	
- Over \$150k	*
- Anticipated Award Date	*
<b>ARRA Actions</b>	*
- Quantity	*
- Under \$25k	*
- Over \$25k	*
- Anticipated Award Date	*
<b>Modifications</b>	*
- Quantity	*
- Under \$150k	*
- Over \$150k	*
- Anticipated Award Date	*
<b>Acquisition Plans</b>	*
- Quantity	*
- Under \$150k	*
- Over \$150k	*

- Anticipated Award Date	
<b>Contract Close-Outs</b>	
- Quantity Physically Closed-Out	
- Quantity Financially Closed-Out	*
- Quantity Administratively Closed-Out	*
- Completion Date(s)	*
<b>Other Projects</b>	*
- Quantity	*
- Under \$150k	*
- Over \$150k	*
- Anticipated Award/Process Date	
<b>Section</b>	<b>Brief Status</b>
<b>Review Projects for Concurrence</b>	*
- Quantity	*
- Under \$150k	
- Over \$150k	*
- Name of Specialist	*
- Anticipated Completion Date	*

## 8. Performance Measures:

Below are the five critical elements under this task order that meet PBS. Throughout the life of the order, the Contractor will be evaluated on the performance measures below to ensure that all areas are met consistently and at an acceptable quality level (AQL). The performance measures are as follows:

**REVISED: 12/2012: Acquisition Specialist performance measures.**

### a. Formulation of Pre-Award Documentation:

**Timeliness and Quality: 95% Acceptable Quality Level (AQL)**

Documentation includes New Contracts, Purchase Orders, Task/Delivery Orders, and ARRA Actions

### b. Preparation of Post-Award Documentation:

**Timeliness and Quality: 95% Acceptable Quality Level (AQL)**

- Administration of Bilateral and Unilateral Modifications;
- Review and Complete Request for Ratification Packages; and
- Option Renewal Documentation.

**REVISED 1/2012: Sr. Analyst for contract Close-out Team performance measures.**

### c. Contract Close-Out:

**Timeliness and Quality: 95% Acceptable Quality Level (AQL)**

Close-out a minimum of 35 contracts per month, per close-out specialist (unless specified otherwise by COR)

### d. Customer Relations:

**Timeliness and Quality: 95% Acceptable Quality Level (AQL)**



- Attend and/or facilitate all customer-driven activities for the Contracting and Facilities Division; and
- Attend monthly and/or quarterly meetings with customers to ensure effective customer service is being provided within PGE.

**e. Contract Work Schedule:**

**Timeliness and Availability: 95% Acceptable Quality Level (AQL)**

Contractor personnel must be accessible to government on-site personnel during normal work hours. The contractor will be required to notify the COR of their employee's annual and sick leave and scheduled days-off.

Failure to meet the above performance measures may cause a 5% penalty on the invoice if services are not conformed in accordance with the Quality Assurance Surveillance Plan (QASP).

**9. Quality Assurance Surveillance Plan (QASP):**

The contractor shall meet the performance measures in Section 8 at an Acceptable Quality Level to continue services under the Task Order. The designated COR shall evaluate the contractor's performance. Should the contractor's performance be below an Acceptable Quality Level, the designated COR will notify the contractor in writing of its deficient performance. The contractor shall correct its deficient performance in five business days of receipt of written notice. Should the contractor's performance remain below an Acceptable Quality Level after notification of deficient performance, the Government has the right to deduct 5% from the contractor's invoice and/or terminate the Task Order.

**10. Government Furnished Equipment/Property:**

The government shall furnish the necessary office space to perform the required services on site.

**11. Contractor Furnished Equipment/Property:**

Unless specified otherwise, the Contractor is responsible for all equipment, supplies, services (including training) in order to perform the services under the contract.

**12. Staffing of Contractor Employers:**

Consistent with the efficient performance of this contract, the contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees employed under the predecessor contract whose employment will be terminated as a result of award of this task order or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this task order in positions for which employees are qualified.

The contractor and its subcontractors shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. There shall be no employment opening under this contract, and the contractor and any subcontractors shall not offer employment under this contract,

to any person prior to having complied fully with this obligation. The contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.

The contractor and any subcontractors (1) May employ under this contract any employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (2) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

In every subcontract entered into in order to perform services under this task order, the contractor will include provisions that ensure that each subcontractor will honor the above requirements with respect to employees of a predecessor subcontractor or subcontractors working under this task order, as well as of a predecessor contractor and its subcontractors.

### **13. Task Order Administration Functions:**

Upon award, the Contracting Officer may designate one or more administrative functions to the Contracting Officer's Representative (COR) to oversee the performance of the contract. A written notification shall be sent to the contractor indicating the administrative functions assigned to the COR.

Please be advised that the Contracting Officer (CO) is the **ONLY** official authorized to change any terms and conditions of the task order, including price.

### **14. Contract Work Schedule:**

The contractor shall work a 40-hour work schedule (unless overtime/additional hours are required **and** authorized by the Contracting Officer. The contract work hours shall range between 7:30 a.m. to 5:30 p.m., Monday through Friday, excluding holidays and days on which the federal Government is closed. Actual tour of duty may vary for each contract employee as determined by the Contracting Officer's Representative (COR).

**15. Place of Performance:** This

work effort will be performed at:

GSA Central Office  
1800 F Street NW  
Washington, DC 20405

Contract employees are required to be on-site. Days of operation are Monday through Friday. Work shall not be required on the following Federal holidays or on days observed in lieu thereof:

New Year's Day	Martin Luther King Day	President's Day
Memorial Day	Independence Day	Labor Day
Columbus Day	Veteran's Day	Thanksgiving Day
Christmas Day	Inauguration Day (When Applicable)	

Note: Should a holiday fall on a weekend, the day designated by the Federal Government shall be recognized as the holiday.

**16. Contract Type:**

The contractor shall be performing under a firm-fixed price type contract. All services performed by the contractor shall be monitored by the Contracting Officer's Representative and in accordance with the terms and conditions of FAR Part 16.

**17. Subject to the Availability of Funds (FAR 52.232-18):**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

# **EXHIBIT C**

---

**From:** Linda Baker [<mailto:LBaker@integritymc.com>]

**Sent:** Friday, December 21, 2012 4:18 PM

**To:** Collette Scott - PGQC

**Cc:** Theresa Weikel - 3PQXA; Laurie Schimmel - PGQC; Renee Given - PBC; Mark Kulungowski

**Subject:** RE: Revised Scope of Work (SOW) Contract Number GS-23F-ST001/GS-P-00-11-CY-0012, ACT Number: PJ1P00048,

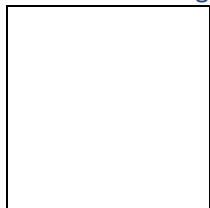
Collette,

There is no change to what we sent yesterday which I've attached here for you.

Thank you,

**Linda Baker**

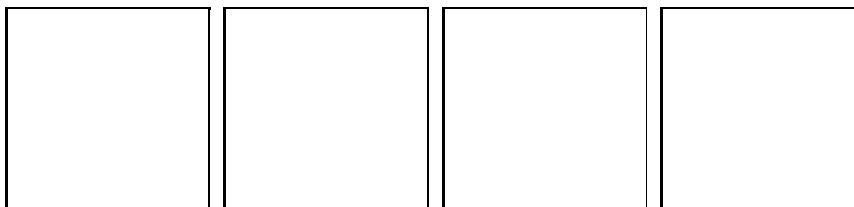
Contracts Manager



(v) 703-349-3394 x1037

(f) 703-232-1745

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**From:** Collette Scott - PGQC [<mailto:collette.scott@gsa.gov>]

**Sent:** Thursday, December 20, 2012 1:55 PM

**To:** Linda Baker

**Cc:** Theresa Weikel - 3PQXA; Laurie Schimmel - PGQC; Renee Given - PBC

**Subject:** Revised Scope of Work (SOW) Contract Number GS-23F-ST001/GS-P-00-11-CY-0012, ACT Number: PJ1P00048,

Dear Ms. Baker,

General Services Administration (GSA), Center for Acquisition Services, Washington, DC, hereby request that you review the revised Statement of Work (SOW) and fill in Section 1. Services and Prices/Cost for Option Year 2 and 3, for Project Management and Acquisition Support Services. The quote is due by Friday, December 21, 2012, by 12:30 PM, EST.

Collette Scott

Senior Contract Specialist/Contracting Officer

Office of Acquisition Management

Center for Acquisition Services (PGEB)

1800 F Street NW, Rm 4313

Washington, DC 20405

Below please find revised price tables reflecting the Government's request to staff 3 positions effective with Option Year 2.

Option Year II Services (February 18, 2013 - February 17, 2014)								
Item	Labor Category	Unit	FY13 hrs	FY13 BPA Rate	FY14 hrs	FY14 BPA Rate*	Total Hours	Total Cost
2001	Acquisition Specialist	hrs	(b) (4)					
2002	Acquisition Specialist	hrs						
2003	Acquisition Specialist	hrs						
2004	Sr. Analyst	hrs						
2005	Sr. Analyst	hrs						
2006	Research Analyst	hrs						
2007	Research Analyst	hrs						

Option Year III Services (February 18, 2014 - February 17, 2015)								
Item	Labor Category	Unit	FY14 hrs	FY14 BPA Rate*	FY15 hrs	FY15 BPA Rate*	Total Hours	Total Cost
3001	Acquisition Specialist	hrs	(b) (4)					
3002	Acquisition Specialist	hrs						
3003	Acquisition Specialist	hrs						
3004	Sr. Analyst	hrs						
3005	Sr. Analyst	hrs						
3006	Research Analyst	hrs						
3007	Research Analyst	hrs						

# **EXHIBIT D**

---

**From:** Theresa Weikel - 3PQXA [<mailto:theresa.weikel@gsa.gov>]  
**Sent:** Wednesday, January 09, 2013 1:59 PM  
**To:** Linda Baker  
**Cc:** Laurie Schimmel - PGQC  
**Subject:** Contract No.GS-23F-ST001/Task Order No. GS-P-00-11-CY-0012

Linda,

I received the following message from Laurie Schimmel regarding invoicing under the subject task order:

I have reviewed the invoicing to find why we are short funds. We reduced staff and money but no one ever reduced the monthly amount with the vendor.

As you can see below, we paid the same price whether we had 6 people or 2. Integrity never filled the positions, and no one went back to get revised pricing based on reduced staff levels.

Can you ask the vendor for corrected pricing due to staff reductions for these old periods.

POP	Amount	staff level	Staff	Comments
2/18 - 3/17/12	85743.08	6	Mike/Doris/Erica/Sandra/Katrina/Kanisha	
3/18 - 4/17/12	85743.08	6	Mike/Doris/Erica/Sandra/Katrina/Kanisha	
4/18-5/17/12	85743.08	6	Mike/Doris/Erica/Sandra/Katrina/Kanisha	
5/18 - 6/17/12	85743.08	4	Katrina Maternity Leave - May 16, 2012 - August 1, 2012/ Mike left 5/31/12	
6/18-7/17/12	85743.08	4	Katrina Maternity Leave - May 16, 2012 - August 1, 2012/ Mike left 5/31/12	
7/18-8/17/12	85743.08	4	Katrina Maternity Leave - May 16, 2012 - August 1, 2012/ Mike left 5/31/12	
8/18 - 9/17/12	85743.08	5	Mike left 5/31/12	
9/18-10/17/12	85743.08	4	Mike left 5/31/12/Kanisha left 9/28	
10/18-11/17/12	85743.08	3	Mike left 5/31/12/Kanisha left 9/28 Sandra left 11/5	
11/18-12/17/12		2	Mike left 5/31/12/Kanisha left 9/28 Sandra left 11/5/Katrina left 11/28	
12/18-1/17/13		2		
1/18-2/17/13		2		
2/18 - 3/17/13	59,102	3	Option Year 2	

Please review your records and provide me with your comments. Thanks.

--

Theresa J. Weikel  
Contracting Officer  
U.S. General Services Administration  
Acquisition Management Division (3PQXA)  
The Strawbridge Building, 9th Floor  
20 N. 8th Street  
Philadelphia, PA 19107  
Phone: [215-446-4524](tel:215-446-4524)  
Cell: (b) (6)  
Fax: [215-209-0522](tel:215-209-0522)



# **EXHIBIT E**

---

**From:** Linda Baker [mailto:LBaker@integritymc.com]  
**Sent:** Tuesday, January 15, 2013 4:29 PM  
**To:** Theresa Weikel - 3PQXA; Laurie Schimmel - PGQC  
**Cc:** Mark Kulungowski; Marc Klein  
**Subject:** RE: Contract No.GS-23F-ST001/Task Order No. GS-P-00-11-CY-0012

Theresa and Laurie,  
Per our teleconference this afternoon, attached please find a spreadsheet that details the funding actions, invoicing and payments as of today for the subject Task Order. Once you've had a chance to review this information, please contact us to arrange another teleconference. Should you have any questions about the attachment, please don't hesitate to contact me.

Thank you,

**Linda Baker**  
Contracts Manager



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(f) 703-232-1745  
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---

**From:** Theresa Weikel - 3PQXA [mailto:[theresa.weikel@gsa.gov](mailto:theresa.weikel@gsa.gov)]  
**Sent:** Thursday, January 10, 2013 1:04 PM  
**To:** Linda Baker  
**Cc:** Laurie Schimmel - PGQC; Butch Jordan; Marc Klein  
**Subject:** Re: Contract No.GS-23F-ST001/Task Order No. GS-P-00-11-CY-0012

My calendar is clear for Monday. Thanks.

On Thu, Jan 10, 2013 at 1:02 PM, Linda Baker <[LBaker@integritymc.com](mailto:LBaker@integritymc.com)> wrote:

Monday is fine; anytime between 10:00 and 1:00 or after 3:00.

**Linda Baker**

Contracts Manager



(v) [703-349-3394](tel:703-349-3394) x1037

(f) [703-232-1745](tel:703-232-1745)

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---

**From:** Theresa Weikel - 3PQXA [mailto:[theresa.weikel@gsa.gov](mailto:theresa.weikel@gsa.gov)]  
**Sent:** Thursday, January 10, 2013 12:57 PM  
**To:** Linda Baker  
**Cc:** Laurie Schimmel - PGQC; Butch Jordan; Marc Klein  
**Subject:** Re: Contract No.GS-23F-ST001/Task Order No. GS-P-00-11-CY-0012

Linda,

I am available at 2:00 p.m. Laurie has indicated that she is not available in the afternoon. Would you be available on Monday, 1/14/13? Thanks.

On Thu, Jan 10, 2013 at 12:31 PM, Linda Baker <[LBaker@integritymc.com](mailto:LBaker@integritymc.com)> wrote:

Theresa,

We'd like to have a conference call regarding this contract. Would you and Laurie be available tomorrow at either 9:00 am or 2:00 pm to discuss this? Once you let me know which time is good for you, I will send a meeting request and call-in information, so if there is anyone else you think should attend, please send me their email address.

Thank you,

**Linda Baker**

Contracts Manager



(v) [703-349-3394](tel:703-349-3394) x1037

(f) [703-232-1745](tel:703-232-1745)

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---

**From:** Theresa Weikel - 3PQXA [mailto:[theresa.weikel@gsa.gov](mailto:theresa.weikel@gsa.gov)]  
**Sent:** Wednesday, January 09, 2013 1:59 PM  
**To:** Linda Baker  
**Cc:** Laurie Schimmel - PGQC  
**Subject:** Contract No.GS-23F-ST001/Task Order No. GS-P-00-11-CY-0012

Linda,

I received the following message from Laurie Schimmel regarding invoicing under the subject task order:

I have reviewed the invoicing to find why we are short funds. We reduced staff and money but no one ever reduced the monthly amount with the vendor.

As you can see below, we paid the same price whether we had 6 people or 2. Integrity never filled the positions, and no one went back to get revised pricing based on reduced staff levels.

Can you ask the vendor for corrected pricing due to staff reductions for these old periods.

POP	Amount	staff level	Staff	Comments
2/18 - 3/17/12	85743.08	6	Mike/Doris/Erica/Sandra/Katrina/Kanisha	
3/18 - 4/17/12	85743.08	6	Mike/Doris/Erica/Sandra/Katrina/Kanisha	
4/18-5/17/12	85743.08	6	Mike/Doris/Erica/Sandra/Katrina/Kanisha	
5/18 - 6/17/12	85743.08	4	Katrina Maternity Leave - May 16, 2012 - August 1, 2012/ Mike left 5/31/12	
6/18-7/17/12	85743.08	4	Katrina Maternity Leave - May 16, 2012 - August 1, 2012/ Mike left 5/31/12	
7/18-8/17/12	85743.08	4	Katrina Maternity Leave - May 16, 2012 - August 1, 2012/ Mike left 5/31/12	
8/18 - 9/17/12	85743.08	5	Mike left 5/31/12	
9/18-10/17/12	85743.08	4	Mike left 5/31/12/Kanisha left 9/28	
10/18-11/17/12	85743.08	3	Mike left 5/31/12/Kanisha left 9/28 Sandra left 11/5	
11/18-12/17/12		2	Mike left 5/31/12/Kanisha left 9/28 Sandra left 11/5/Katrina left 11/28	

12/18-1/17/13	2	
1/18-2/17/13	2	
2/18 - 3/17/13	59,102	3 Option Year 2

Please review your records and provide me with your comments. Thanks.

--

Theresa J. Weikel

Contracting Officer

U.S. General Services Administration

Acquisition Management Division (3PQXA)

The Strawbridge Building, 9th Floor

20 N. 8th Street

Philadelphia, PA 19107

Phone: [215-446-4524](tel:215-446-4524)

Cell: (b) (6)

Fax: [215-209-0522](tel:215-209-0522)

--

Theresa J. Weikel

Contracting Officer

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--

Theresa J. Weikel  
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Philadelphia, PA 19107  
Phone: 215-446-4524  
Cell: (b) (6)  
Fax: 215-209-0522

# **EXHIBIT F**

---

**From:** Theresa Weikel - 3PQXA [<mailto:theresa.weikel@gsa.gov>]  
**Sent:** Wednesday, January 16, 2013 3:08 PM  
**To:** Linda Baker  
**Subject:** Fwd: Contract No.GS-23F-ST001/Task Order No. GS-P-00-11-CY-0012

Hi Linda,

Please see the message below from Laurie.

----- Forwarded message -----

**From:** Laurie Schimmel - PGQC <[laurie.schimmel@gsa.gov](mailto:laurie.schimmel@gsa.gov)>  
**Date:** Wed, Jan 16, 2013 at 3:05 PM  
**Subject:** Re: Contract No.GS-23F-ST001/Task Order No. GS-P-00-11-CY-0012  
**To:** Theresa Weikel - 3PQXA <[theresa.weikel@gsa.gov](mailto:theresa.weikel@gsa.gov)>

Theresa,

I have verified the payments and invoices. We are in sync and there is 342,972.30 left on the contract for invoicing.  
The last invoice that you have marked as 37260123 can not be processed, because it is in our Finance system as 37260113, and we can not have duplicate invoice numbers with multiple payments.  
I can reject the invoice so they may correct this number.  
They may also submit the December and January invoices.

Laurie

On Wed, Jan 9, 2013 at 1:58 PM, Theresa Weikel - 3PQXA <[theresa.weikel@gsa.gov](mailto:theresa.weikel@gsa.gov)> wrote:

> Linda,  
>  
> I received the following message from Laurie Schimmel regarding invoicing  
> under the subject task order:  
>  
> I have reviewed the invoicing to find why we are short funds. We reduced  
> staff and money but no one ever reduced the monthly amount  
> with the vendor.  
>  
> As you can see below, we paid the same price whether we had 6 people or 2.  
> Integrity never filled the positions, and no one went back  
> to get revised pricing based on reduced staff levels.  
>  
> Can you ask the vendor for corrected pricing due to staff reductions for  
> these old periods.  
>  
> POP    Amount   staff level    Staff Comments  
> 2/18 - 3/17/12   85743.08       6  
> Mike/Doris/Erica/Sandra/Katrina/Kanisha  
> 3/18 - 4/17/12   85743.08       6



> Mike/Doris/Erica/Sandra/Katrina/Kanisha  
 > 4/18-5/17/12 85743.08 6  
 > Mike/Doris/Erica/Sandra/Katrina/Kanisha  
 > 5/18 - 6/17/12 85743.08 4 Katrina Maternity Leave - May 16,  
 > 2012 -  
 > August 1, 2012/ Mike left 5/31/12  
 > 6/18-7/17/12 85743.08 4 Katrina Maternity Leave - May 16,  
 > 2012 -  
 > August 1, 2012/ Mike left 5/31/12  
 > 7/18-8/17/12 85743.08 4 Katrina Maternity Leave - May 16,  
 > 2012 -  
 > August 1, 2012/ Mike left 5/31/12  
 > 8/18 - 9/17/12 85743.08 5 Mike left 5/31/12  
 > 9/18-10/17/12 85743.08 4 Mike left 5/31/12/Kanisha left 9/28  
 > 10/18-11/17/12 85743.08 3 Mike left 5/31/12/Kanisha left  
 > 9/28 Sandra left 11/5  
 > 11/18-12/17/12 2 Mike left 5/31/12/Kanisha  
 > left 9/28 Sandra  
 > left 11/5/Katrina left 11/28  
 > 12/18-1/17/13 2  
 > 1/18-2/17/13 2  
 > 2/18 - 3/17/13 59,102 3 Option Year 2  
 >  
 > Please review your records and provide me with your comments. Thanks.  
 >  
 > --  
 > Theresa J. Weikel  
 > Contracting Officer  
 > U.S. General Services Administration  
 > Acquisition Management Division (3PQXA)  
 > The Strawbridge Building, 9th Floor  
 > 20 N. 8th Street  
 > Philadelphia, PA 19107  
 > Phone: 215-446-4524  
 > Cell: (b) (6)  
 > Fax: 215-209-0522

--

Laurie Schimmel  
 Senior Contracting Officer  
 GSA, PGQC  
 Office of Organizational Resources  
 1800 F St., NW  
 Washington, DC 20405  
 (202) 501-2977 (w)  
 Fax: 202.208.7413  
[Laurie.Schimmel@gsa.gov](mailto:Laurie.Schimmel@gsa.gov)

Notice: This communication is only for above named addressee(s). If

you are not an intended recipient, please email sender and destroy original message and any attachments without copying or distributing. Thank you.

--

Theresa J. Weikel  
Contracting Officer  
U.S. General Services Administration  
Acquisition Management Division (3PQXA)  
The Strawbridge Building, 9th Floor  
20 N. 8th Street  
Philadelphia, PA 19107  
Phone: 215-446-4524  
Cell: (b) (6)  
Fax: 215-209-0522

# **TAB 44**

	)	
INTEGRITY MANAGEMENT	)	
CONSULTING, INC.,	)	
	)	
Appellant,	)	
	)	
v.	)	CBCA 3873
	)	(Judge Pollack)
GENERAL SERVICES	)	
ADMINISTRATION,	)	
	)	
Respondent.	)	
	)	

I, John L. Coombs, declare as follows:

2. The Task Order was awarded for a firm-fixed price. This firm-fixed price effectively meant that Integrity agreed to supply the personnel necessary to meet the agency's need for additional capability in the formulation and administration of government contracts as indicated in the Task Order. GSA was paying for a capability, not for specific people or hours at specific labor rates. In my experience, had GSA sought the latter, it would have needed to procure a different type of contract, such as a time & materials or labor hours contract.

3. I understood that the GSA contracting officer ("CO") had the authority to effect contract changes when GSA anticipated a change in its requirements. For example, the CO had the authority to "de-scope" the contract if GSA anticipated reductions in its labor requirements. In my experience, where GSA intends to effect such a change, it communicates that by using the words "de-scope," "modification" or "change" and normally by issuing a formal request for a bilateral contract modification and request for consideration, and such communications must come from the CO.

4. In certain instances during the performance of the Task Order, Integrity asked GSA contracting officials whether Integrity should "back fill" certain positions, or provide additional staff to cover for existing personnel when such personnel were unable to perform. The purpose of such inquiries was maintaining good customer relations with GSA – *i.e.*, to make sure GSA felt it was well-supported.

5. The contracting officials often did not respond to Integrity's "back fill" inquiries. In some instances, GSA officials responded that Integrity should not "back fill." For the reasons stated above (para 3), I did not view such a response as a contract change requiring an adjustment of Integrity's firm-fixed price.

6. In the case of Ms. Williams' absences, GSA did not instruct Integrity to "back-fill" Ms. Williams' position, and GSA also did not de-scope the Task Order or issue a change in response to the absences.

I declare under penalty of perjury that the foregoing is true and correct.

**(b) (6)**

John L. Coombs

30 July 2014

Date



**UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS**

**FACSIMILE TRANSMITTAL -- RETURN RECEIPT REQUESTED  
NO HARD COPY WILL FOLLOW**

**DATE:** OCTOBER 22, 2014

**FROM:** JUDGE HOWARD A. POLLACK, 202-606-8821  
Celisa Moore, Legal Staff Assistant

**CBCA:** 3873 - INTEGRITY MANAGEMENT CONSULTING, INC.

**SUBJECT:** CONFERENCE MEMORANDUM ORDER [re:10-21-14 teleconference].

**TO:** [APPELLANT]  
Alexander B. Ginsberg, Esq.  
Pillsbury Winthrop Shaw Pittman, LLP  
1650 Tysons Blvd.  
McLean, VA 22102  
703-770-7521 703-770-7901 [FAX]

[RESPONDENT]  
John S. Tobey  
Assistant General Counsel (LR)  
Office of the General Counsel  
General Services Administration  
1800 F Street, NW, 2012B  
Washington, DC 20405  
202-501-1762/0529 202-501-1944 [FAX]

**SIGNATURE OF RECEIVING OFFICIAL**

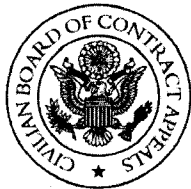
**DATE OF RECEIPT**

**PLEASE CHECK:** ☐ A. B. Ginsberg

☐ J. S. Tobey

**TOTAL PAGES TRANSMITTED:** 4 [INCLUDING COVER SHEET]

**NOTE: UPON RECEIPT OF THIS DOCUMENT, PLEASE SIGN THIS SLIP AND RETURN IT TO THE CIVILIAN BOARD OF CONTRACT APPEALS. THE BOARD'S MAILING ADDRESS IS 1800 F STREET, N.W., WASHINGTON, DC 20405. FILINGS MADE IN PERSON OR BY COURIER SERVICE SHOULD BE DELIVERED TO 1800 M STREET, N.W., SIXTH FLOOR, SOUTH LOBBY, WASHINGTON, DC 20036. FILINGS MAY BE FAXED TO 202-606-0019 OR FILED via THE BOARD'S E-FILING SYSTEM AT CBCA.EFILE@CBCA.GOV.**



**UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS**

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October 22, 2014

CBCA 3873

INTEGRITY MANAGEMENT CONSULTING, INC.

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Alexander B. Ginsberg of Pillsbury Winthrop Shaw Pittman, LLP, McLean, VA,  
counsel for Appellant.

John S. Tobey, Office of the General Counsel, General Services Administration,  
Washington, DC, counsel for Respondent.

**POLLACK**, Board Judge.

**CONFERENCE MEMORANDUM AND ORDER**

On October 21, 2014, the Board held a telephone conference with Messrs. Alexander Ginsberg and John Jensen, counsel for appellant, and Mr. John Tobey, counsel for the General Services Administration (GSA). The purpose was to discuss future scheduling, now that pleadings and appeal files have been filed.

The parties disagreed as to the time needed for discovery. Both anticipated some discovery, including depositions. Mr. Tobey explained his position as to time needed and stated that he was having difficulty securing and assuring that he had all relevant GSA

documents. He explained that there were three separate sources for documents, as well as several contracting officers involved. Because the documents are now in electronic form, he has needed to coordinate with various IT personnel in order to retrieve them. Mr. Tobey also added that among issues for discovery are the intent of the parties. The Board adds to that element of discovery, Board concerns as to how the contracts were managed and on what basis, before the dispute over dollars arose. Mr. Ginsberg stated that he thought discovery could be done quickly. He stated he understood Mr. Tobey's concerns, but felt that the appellant should not be held up due to GSA organizational issues.

After taking into account both parties positions, the Board determined that discovery is to close by March 1, 2014. There was then a discussion as to potential motions. The Board will not review that here, other than to say that decisions on filing motions and when are up to the parties. The status of discovery may or may not effect a ruling, depending on the issues presented. It does appear, however, that absent a ruling as to the plain meaning in favor of appellant or GSA, any other grounds for a motion will likely require fact finding and a hearing as to disputed facts. If and when any motions are filed, the Board will attempt to address them promptly in order to allow for a potential trial in the spring.

Mr. Tobey advised that there are other ongoing audits as to similar matters and suggested waiting for those to be concluded. The Board observed that it appears that the basis for the ongoing audits is the same legal issues and theory driving this matter. While the Board recognizes that the audits could disclose other matters, those disclosures would be as to those items and not the items currently docketed at the Board. The Board stated that it sees no basis to hold up the current proceedings.

The Board recognizes appellant's desire for a hearing as soon as practicable. The Board noted that it would confer with the parties right after the first of the year and at that time see where matters stand. While not discussed during the conference, the Board directs the parties to discuss potential trial dates in April 2015, and depending on where matters are in January, the Board may then schedule a specific trial date.

As a final matter, the Board understands the difficulties of Mr. Tobey in securing documents from several sources and the potential difficulties in securing in house cooperation. It also acknowledges his efforts. That however, remains a matter that has to be handled. Toward that end, Mr. Tobey is to advise the Board within 30 days as to the stage of those efforts and whether the documents have or have not been gathered and



produced. If there are problems, Mr. Tobey is to provide specifics as to what is holding matters up, including identifying the locations and contracting officers involved, as well as steps being taken at those locations by IT people. Depending on status, a conference call may follow.

**(b) (6)**

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HOWARD A. POLLACK  
Board Judge

# NON-RESPONSIVE

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code		Page of Pages	
2. AMENDMENT MODIFICATION NO. PA13		3. EFFECTIVE DATE MAR 27, 2014		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY Office of Organizational Resources 1800 F Street, NW Room 4302 Washington DC 20405 Teresa T. LaMar 202 501-4455 teresa.lamar@gsa.gov				7. ADMINISTERED BY (If other than item 6) See Block 6			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) INTEGRITY MANAGEMENT CONSULTING, INC 2000 CORPORATE RIDGE SUITE 170 MCLEAN VA 22102  Cage Code: 4C7A9				(x)	9A. AMENDMENT OF SOLICITATION NO.		
					9B. DATED (SEE ITEM 11)		
				X	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-23F-ST001/GS-P-00-11-CY-0012		
					10B. DATED (SEE ITEM 13) FEB 18, 2011		
CODE 00025344		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
Modification Amount: \$0.00 Modification Obligated Amount: \$0.00							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
Check One	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) The purpose of this administrative modification to Task Order GS-P-00-11-CY-0012 is to change the Contracting Officer as follows:  FROM: Theresa Weikel ...See Continuation Page							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia Beckett, Contracting Officer 202-208-0485			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				(b) (6) _____ (Signature of Contracting Officer)		MAR 27, 2014	

**Continuation Page**

**Continued from Block 14...**

**TO: Cynthia Beckett**

**As a result of this modification there is no change to the current contract total and all existing terms and conditions remain unchanged.**

1953 Gallows Road

Suite 650

Vienna, VA 22182

703.288.2800

Fax: 703.288.4868

[www.centrelawgroup.com](http://www.centrelawgroup.com)

May 28, 2014

**VIA ELECTRONIC MAIL**

Cynthia Beckett  
Contracting Officer  
U.S. General Services Administration  
Public Building Services  
1800 F Street Northwest  
Washington, DC 20405  
[Cynthia.Beckett@gsa.gov](mailto:Cynthia.Beckett@gsa.gov)

**Re: BPA No. GS-23F-ST001**  
**Task Order No. GS-P-00-11-CY-0012 (the "Contract")**

Dear Ms. Beckett:

Please let this letter serve as Integrity Management Consulting, Inc.'s ("Integrity") response to your May 23, 2014 Demand for Payment. Integrity requests several clarifications and further requests that you defer your collection activity pending the completion of the appeal of your Final Decision to the Civilian Board of Contract Appeals ("CBCA").

Integrity seeks the following clarifications. First, please clarify the basis for GSA's most recent assertion that Integrity owes repayment in the amount of \$143,892.64 "which was outlined in the Contracting Officer's Decision dated April 14, 2014." The GSA, through Deputy Assistant Commissioner for Acquisition Management Andrew Blumenfeld, initially demanded repayment in the amount of \$165,620.32 (\$143,983.84 for Ms. Williams's FMLA leave and \$21,636.48 for the period of government shutdown). In the April 14, 2014 Final Decision, you concluded that Integrity was overpaid by GSA in the amount of \$144,800.96 (\$110,036.48 for Ms. Williams's FMLA leave and \$34,764.48 for the period of the government shutdown). In the May 23, 2014 Demand for Repayment, GSA is now demanding payment of \$143,892.64, a figure that was not "outlined in the Contracting Officer's Decision dated April 14, 2014."

In addition, please provide support for the April 14, 2014 overpayment figure of \$144,800.96 that included a finding of overpayment for the eight hours each of Integrity's three provided personnel had a federal holiday on October 13, 2014. The Final Decision also states in

footnote “55” that as of October 2013, Integrity was providing “2 acquisition specialists at the rate of \$129.76/h and 1 acquisition specialist at the rate of \$102.61/hr” and calculated the overpayment figure based on these rates, even though those were not the rates in place on October 2013.

Further Integrity respectfully requests clarification as to whom is the current authorized Contracting Officer for this contract. Modification PA13 changed the Contracting Officer from Theresa Weikel to Cynthia Beckett. The Final Decision was physically signed by Cynthia Beckett. Three days later, however, Modification PA14 was signed by Jennell Joyner as Contracting Officer. The May 23, 2014 Demand for Payment was then purportedly signed by Cynthia Beckett.<sup>1</sup>

More recently, Collette Scott has contacted Integrity asking for all recent modifications and quotations and presenting herself as the Contracting Officer acting on behalf of Andrew Blumenfeld and Lloyd Hampton. In addition, Cynthia Beckett has been unavailable for telephone calls initiated by Integrity and has participated in but brief email correspondence since the issuance of the Final Decision. Moreover, one of those brief email messages, dated May 7, 2014, simply stated that “Lloyd Hampton will handle it from here” on an issue of a GFE laptop for Ms. Williams. As a consequence, it is not quite clear to Integrity who its Contracting Officer is. We therefore respectfully request clarification on that subject.

Finally, pursuant to the Notice of Appeal filed with the CBCA today, upon which you were copied, please recognize that we have appealed the April 14, 2014 Final Decision. As a result, you should defer your collection of payments pending the resolution of the appeal.

We look forward to your clarifications and your acknowledgement of a defer of collections pending the resolution of the CBCA appeal. Thank you.

Respectfully submitted,

**(b) (6)**

James S. Phillips  
Mitchell A. Bashur  
Centre Law Group  
1953 Gallows Road, Suite 650  
Vienna, VA 22182  
P: 703-288-2800  
F: 703-288-4868  
jphillips@centrelawgroup.com  
mbashur@centrelawgroup.com

---

<sup>1</sup> We say “purportedly” signed because there does not appear to be an original signature on this letter, which we find somewhat odd and disconcerting.

Ms. Cynthia Beckett  
Task Order No. GS-P-00-11-CY-0012  
May 28, 2014  
Page 3 of 3

cc: Mr. Christopher Romani, President and CEO, Integrity Management Consulting  
[cromani@integritymc.com]  
Ms. Mary Beth Romani, Chief Strategy Officer, Integrity Management Consulting  
[mbromani@integritymc.com]  
Ms. Linda Baker, Contracts Manager, Integrity Management Consulting  
[LBaker@integritymc.com]  
Ms. Teresa Lamar-Brown, COTR (Program Analyst) [teresa.lamar@gsa.gov]



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

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FACSIMILE TRANSMITTAL—RETURN RECEIPT REQUESTED  
[NO HARD COPY TO FOLLOW]

DATE: SEPTEMBER 1, 2015

FROM: JUDGE STEPHEN M. DANIELS, (202) 606-8820

CBCA: 3873 - *INTEGRITY MANAGEMENT CONSULTING, INC. v. GSA*

SUBJECT: LETTER [re: reassigning appeal/scheduling teleconf]

TO: [APPELLANT]  
Alexander B. Ginsberg, Esq.  
John E. Jensen, Esq.  
Pillsbury Winthrop Shaw Pittman, LLP  
1650 Tysons Boulevard  
McLean, VA 22102  
Email: [alexander.ginsberg@pillsburylaw.com](mailto:alexander.ginsberg@pillsburylaw.com)  
Email: [john.jensen@pillsburylaw.com](mailto:john.jensen@pillsburylaw.com)

[RESPONDENT]  
John S. Tobey, Esq.  
GSA, Office of General Counsel  
1800 F Street, N.W., Room 2012B  
Washington, DC 20405  
202-501-1762  
Email: [john.tobey@gsa.gov](mailto:john.tobey@gsa.gov)

202-501-1944 [FAX]

---

SIGNATURE OF RECEIVING OFFICIAL

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DATE OF RECEIPT

PLEASE CHECK: ☐ APPELLANT

☐ RESPONDENT

TOTAL PAGES TRANSMITTED: 3 [includes cover sheet]

NOTE: UPON RECEIPT OF THIS DOCUMENT, PLEASE SIGN THIS SLIP AND RETURN IT TO THE U.S. CIVILIAN BOARD OF CONTRACT APPEALS. THE BOARD'S MAILING ADDRESS IS 1800 F STREET, N.W., WASHINGTON, DC 20405. FILINGS MADE IN PERSON OR BY COURIER SERVICE SHOULD BE DELIVERED TO 1800 M STREET, N.W., SIXTH FLOOR, SOUTH TOWER, WASHINGTON, DC 20036. FILINGS MAY EITHER BE FAXED TO (202) 606-0019 OR FILED via THE BOARD'S E-FILEING SYSTEM AT [CBCA.EFILE@CBCA.GOV](mailto:CBCA.EFILE@CBCA.GOV).





UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

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**FACSIMILE TRANSMITTAL—RETURN RECEIPT REQUESTED**

**September 1, 2015**

Alexander B. Ginsberg, Esq.  
John E. Jensen, Esq.  
Pillsbury Winthrop Shaw Pittman, LLP  
1650 Tysons Boulevard  
McLean, VA 22102

John S. Tobey, Esq.  
General Services Administration  
Office of General Counsel  
1800 F Street, N.W.  
Washington, DC 20405

**SUBJECT: CBCA 3873 - INTEGRITY MANAGEMENT CONSULTING,  
INC. v. GENERAL SERVICES ADMINISTRATION**

Dear Parties:

The above-referenced appeal has been reassigned to me. Please address all future correspondence to Judge Stephen M. Daniels, U.S. Civilian Board of Contract Appeals, 1800 F Street, N.W., Washington, DC 20405. Filings may also be made via the Board's e-filing system. The Board's e-filing address is: [cbca.efile@cbca.gov](mailto:cbca.efile@cbca.gov).

If delivery is made by courier, it should be delivered to 1800 M Street, N.W., Sixth Floor, South Tower, Washington, DC 20036. My telephone number is (202) 606-8820.

---

Street Address:  
6<sup>th</sup> Floor, 1800 M Street, NW, Washington, DC 20036

Mailing Address:  
1800 F Street, NW, Washington, DC 20405

The Board shall convene a telephonic conference at **10 a.m.** on **Wednesday, September 8, 2015.**

**(b) (6)**

STEPHEN M. DANIELS  
Board Judge



Public Buildings Service

May 23, 2014

Mr. Christopher Romani  
President and CEO  
Integrity Management Consulting, Inc.  
2000 Corporate Ridge, Suite 170  
McLean, VA 22102

SUBJECT: Demand for Payment, Blanket Purchase Agreement (BPA) GS-23F-ST001, Task Order GS-P-00-11-CY-0012 for Acquisition Support Services for the Office of Acquisition Management, Acquisition Services Division, Public Buildings Service

Dear Mr. Romani:

Our records indicate that your company has not provided repayment in the amount of \$143,892.64, which was outlined the Contracting Officer's Decision dated April 14, 2014, for an over payment of Acquisition Support Services, during two distinct periods of time (1) the Government Shutdown of October 2013, and (2) Ms. Doris Williams' FMLA medical leave during the contract performance period.

Please help us resolve this account by sending payment in the amount of \$143,892.64 within 5 days of the date of letter. To ensure proper credit, send your payment and a copy of this letter to:

General Services Administration  
P.O. Box 301511  
Los Angeles, CA 90030-1511


If payment is not received by the requested date, the General Services Administration will have no other recourse but to begin recovering the overpayment through the administrative offset process.

Sincerely,

*Cynthia A. Beckett*

Cynthia A. Beckett  
Contracting Officer  
General Services Administration  
Public Buildings Service

(b) (5)



(b) (5)

<b>ORDER FOR SUPPLIES AND SERVICES</b>				IMPORTANT: See instructions in GSAR 553.370-300-1 for distribution		PAGE 1 OF 3 PAGES	
1. DATE OF ORDER SEP 30, 2009		2. ORDER NUMBER GS-P-00-09-CY-0236		3. CONTRACT NUMBER GS-23F-ST001		4. ACT NUMBER PJ9P00372	
FOR GOVERNMENT USE ONLY	5. ACCOUNTING CLASSIFICATION See Schedule				6. FINANCE DIVISION		
	FUND	ORG CODE	B/A CODE	O/C CODE	AC	SS	VENDOR NAME
	FUNC CODE	C/E CODE	PROJ./PROS. NO.	CC-A	MDL	FI	G/L DEBT
	W/ITEM	CC-B	PRT./CRFT		AI	LC	DISCOUNT
7. TO: CONTRACTOR (Name, address and zip code)  INTEGRITY MANAGEMENT CONSULTING INC 2000 CORPORATE RIDGE SUITE 7117 MC LEAN VA 221027800				(b) (4)		8. TYPE OF ORDER <input type="checkbox"/> A. PURCHASE <input checked="" type="checkbox"/> B. DELIVERY Please furnish the following on the terms specified on both sides of the order and the attached sheets, if any, including: This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above numbered contract. C. MODIFICATION NO. _____ AUTHORITY FOR ISSUING _____	
10A. CLASSIFICATION <input checked="" type="checkbox"/> A. SMALL BUSINESS <input type="checkbox"/> B. OTHER THAN SMALL BUSINESS <input type="checkbox"/> C. SMALL DISADVANTAGED <input type="checkbox"/> D. SMALL WOMEN-OWNED				9B. CHECK, IF APPROPRIATE <input type="checkbox"/> WITHHOLD 20%		Except as provided herein, all terms and conditions of the original order, as heretofore modified, remain unchanged. 10B. TYPE OF BUSINESS ORGANIZATION <input checked="" type="checkbox"/> A. CORPORATION <input type="checkbox"/> B. PARTNER-SHIP <input type="checkbox"/> C. SOLE	
11. ISSUING OFFICE (Address, zip code) CY000 Contracting and Facilities Management Division PGE, Room 4302 18th and F Sts, NW PLACE OF INSPECTION AND ACCEPTANCE		12. REMITTANCE ADDRESS (MANDATORY) INTEGRITY MANAGEMENT CONSULTING INC 2000 CORPORATE RIDGE MCLEAN VA 221027800		13. SHIP TO (Consignee address, zip code.) Office of Organizational Resources 1800 F Street, NW Room 4302 Washington DC 20405		15. REQUISITION OFFICE (Name, symbol and telephone no.)	
16. F.O.B. POINT Destination		17. GOVERNMENT B/L NO.		18. DELIVERY F.O.B. POINT ON OR BEFORE SEP 29, 2010		19. PAYMENT/DISCOUNT TERMS Net 30	
20. SCHEDULE							
ITEM NO. (A)	SUPPLIES OR SERVICES (B)			QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Effective Date: SEP 30, 2009 See Continuation Page for Line Item Details						
21. RECEIVING OFFICE (Name, symbol and telephone no.)						TOTAL FROM 300-A(s)	\$225,148.80
22. SHIPPING POINT				23. GROSS SHIP WT.		GRAND TOTAL	\$225,148.80
24. MAIL INVOICE TO: (Include zip code) BCFA General Services Administration (FUND) PBS PAYMENTS BRANCH O. BOX 17181 JRT WORTH TX 76102-0181				25A. FOR INQUIRIES REGARDING PAYMENT CONTACT: Lydia Domenech		25B. TELEPHONE NO. 202-501-0543	
				26A. NAME OF CONTRACTING/ORDERING OFFICER (Type) Virginia R. Buell (A03)		26B. TELEPHONE NO. 202-219-1076	
				(b) (6)			

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	In accordance with the terms and conditions of your firm's GSA/FAS Blanket Purchase Agreement No. GS-23F-ST001, provide services as outlined in the attached Government Statement of Work (SOW) and Contractor's Proposal of September 18, 2009, as revised September 29, 2009  ACQUISITION MANAGEMENT SUPPORT SERVICES FOR THE PUBLIC BUILDINGS SERVICE, OFFICE OF ACQUISITION MANAGEMENT AND POLICY BASE YEAR				
0001 <i>BASE</i>	Sr. Acquisition Specialist  Accounting and Appropriation Data: PJ9P00372.2009.192X.00.PG61.P00G1100.516.PG901. ... \$225,148.80 Pricing Option: Labor-Hour				
0002 <i>0001</i>	Sr. Acquisition Specialist (Optional)  Period of Performance: 09/10/2010 to 09/29/2010 Pricing Option: Labor-Hour <i>Feb 16 / Feb 15</i> OPTION YEAR ONE				
1001 <i>OPT 2</i>	Sr. Acquisition Specialist  Period of Performance: 09/30/2010 to 09/29/2011 Pricing Option: Labor-Hour OPTION YEAR TWO				
2001 <i>OPT 2</i>	Sr. Acquisition Specialist  Period of Performance: 09/30/2011 to 09/29/2012 Pricing Option: Labor-Hour OPTION YEAR TWO				
3001 <i>OPT 3</i>	Sr. Acquisition Specialist  Period of Performance: 09/30/2012 to 09/29/2013 Pricing Option: Labor-Hour OPTION YEAR TWO				
4001 <i>OPT 5</i>	Sr. Acquisition Specialist  Period of Performance: 09/30/2013 to 09/29/2014 Pricing Option: Labor-Hour				

**(b) (4)**



## **SCOPE OF WORK – ACQUISITION SUPPORT**

### **1. PURPOSE**

The purpose of this requirement is to procure acquisition management professional support services for the General Services Administration (GSA) Public Building Service (PBS), Office of Acquisition Management and Policy.

The GSA PBS Office of Acquisition Management and Policy provides leadership, direction and electronic tools in the development and implementation of acquisition programs throughout the various regional offices located in major metropolitan centers across the country.

The acquisition support services required under this scope will focus on several key areas: Recovery Act reporting; clause maintenance and management; electronic acquisition initiatives; and research activities.

### **2. OBJECTIVE**

The objective of this requirement is to provide acquisition management support to GSA PBS Office of Acquisition Management and Policy.

The contractor, not the U.S. Government, is the legal responsible employer of the contract employee under this scope.

The acquisition support services under this scope of work is not related to Federal employment requirements nor does it involve temporary help services that may be authorized under 5 CFR Part 300. There is no direct associate/employer relationship, as described in Federal Acquisition Regulations (FAR) Part 37, between the contractor associates and the Federal Government under the task order. As defined in Section 5, definitions of Office of Management and Budget (OMB) Office of Federal Procurement Policy (OFPP) Policy Letter 92-1, (57 FR 45096, 9/30/92), the work to be performed shall not involve inherently Governmental functions.

### **3. DEFINITIONS**

#### **Definitions and Roles of Government Personnel/Responsibility for Contract Administration**

**Contracting Officer:** The Contracting Officer (CO) has the overall responsibility for the administration of this contract. He/She alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, he/she may delegate certain other responsibilities to authorized representatives.

**Contracting Officer's Representative:** A Contracting Officer's Representative (COR) will be delegated on this order. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract; acting as the Government's representative in charge of work at the site; ensuring compliance with contract requirements insofar as the work is concerned; and advising the CO of any factors which may cause delay in performance of the work.

The delegation does not authorize the COR to modify of any of the provisions, terms or conditions of the contract or delivery orders placed. All authorities not specifically delegated to the COR in writing are reserved to the Contracting Officer. The Contractor shall be provided a copy of this delegation upon issuance by the Contracting Officer.

**Contractor:** As used herein, the term "contractor employee" includes the resource/associate of the contractor who will be performing services under this contract.

**Contract:** As used herein, the term "contract" includes task order.

#### *Research activities*

This task includes investigation into acquisition related activities, and creation of a Summary of issues that impact GSA PBS. A key aspect is the daily review of the Federal Register via [www.regulations.gov](http://www.regulations.gov) to ascertain if there are any acquisition related activities affecting GSA PBS.

*Daily Review; Summary creation  
where applicable*

### **8. PERFORMANCE MEASURES**

The contractor's performance will be evaluated on the following elements.

- a) Completeness and quality – task deliverable is complete and accurate.
- b) Timeliness – task deliverable is delivered on time and is commensurate with the level of experience.

**Monitoring of Performance** - Timeliness of performance, completeness and quality of work product is in compliance with agency and government standards. At a minimum monthly (or as otherwise defined in the contract) updates progress reports are to be provided to the COR.

### **9. PERSONNEL**

#### **Qualifications**

The contractor shall submit a resume with the required contract training certificates for the proposed candidate that demonstrate experience in Government contracting, an understanding of the FAR sufficient to successfully develop a summary of regulation changes, and possess technical knowledge, skills and abilities to generate reports, perform nominal acquisition research and compile reports. The candidate must possess a Federal Acquisition Certification in Contracting (FAC-C) Level II; have at least four (4) years of contracting work experience, and a Bachelor's degree. A DAWIA Level II certificate will also be acceptable, however, it must be current (i.e., the certificate must have been issued within the last two years).

As this is a critical position, the GSA PBS Office of Acquisition Management and Policy reserves the right to interview the submitted candidate after review of the resume and prior to acceptance.

In terms of technical knowledge, the contract employee may perform technical activities related to obtaining, organizing, processing and maintaining acquisition related data that are common to the services of the Government in general and also as it relates to the Recovery and Reinvestment Act (Recovery Act) to support the needs of the Government.

#### **Personnel Replacement**

After award, if the contractor employee selected can not perform this task for whatever reason, the contractor shall provide the Government Contracting Officer notice of such change. The notice shall be provided at least fifteen (15) work days in advance of any changes in personnel. Any replacement candidate must meet the same qualifications listed herein in order to be considered. As listed in paragraph 10, the start date of any replacement personnel will be predicated on obtaining a valid security clearance.

GSA reserves the right to reject, anytime without notice, the contractor employee assigned who is either unable or unwilling to perform the work within the scope. If the contractor can not provide a substitute within this period, the Contracting Officer retains the right to obtain the required services from another source.

The contractor shall require its contractor employee to comply with GSA instructions pertaining to any conduct and building regulations. The contractor shall also ensure that all GSA identification passes are returned to GSA when their contractor employee is dismissed or when the assignment ends.

Government personnel shall not be responsible for directly supervising any contractor personnel. The contractor shall remain fully responsible for supervision of its employees including establishment of work schedules, approval of all leave and other absences, performance evaluations, counseling, and disciplinary actions.

The contractor shall provide the Government a point of contact and phone number in the contractor's corporate office for overall contract management.

The contractor is solely responsible for the quality of services provided. The contractor is also liable for its contractor employee's negligence, and any fraud, waste or abuse. The contractor shall utilize a Quality Control (QC) system to ensure that services are completed in accordance with acceptable principles of internal quality control and meet specified, acceptable levels of quality.

### **13. ORGANIZATIONAL CONFLICT OF INTEREST**

The term "organizational conflict of interest" means that the contractor (which term hereinafter shall be deemed to include its chief executives, directors, any consultants, or subcontractors utilized under this contract other than a vendor selling incidental material), has interests that: (i) may diminish its capacity to give impartial, technically sound, objective assistance and advice in performing this contract; (ii) may otherwise result in a biased work product under this contract; or, (iii) may result in an unfair competitive advantage to itself or others.

The contractor's attention is directed to FAR Subpart 9.5, Organizational Conflicts of Interest. In the execution of certain contract tasks, it is anticipated that assigned contractor personnel will require access to confidential or proprietary business and technical information belonging to the Government or other companies. The contractor agrees that upon request by the contracting officer it will execute a contracting officer approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by the contracting officer, contractor personnel shall also sign such an agreement.

If after award, the contractor discovers an organizational conflict of interest, with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. The disclosure shall include identification of the conflict, the manner in which it arose, and a description of the action the contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The Government may, however, terminate the contract.

In the event that the contractor was aware of an organizational conflict of interest prior to award of this contract and did not disclose the conflict to the Contracting Officer or becomes aware of an organizational conflict of interest after award of this contract and does not disclose the conflict of interest within ten (10) working days of becoming aware of such conflict, the Government may terminate the contract and the contractor shall not be entitled to reimbursement of any cost incurred in performing this contract or payment of any fee there under. Further, such costs shall not be allocable or chargeable, directly or indirectly, to any other contract with the Government.

(b) (5)

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(b) (5)

Integrity Management Consulting, Inc.  
Invoice Approval Form

Contract/Task Name: 3726-101

Invoice #: 37260122

Invoice Amount: \$85,743.08

PM Signature: X

System Administrator Signature: X

Status	Date
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Received by Finance	/
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Submitted to Program Manager for Approval	/
---	---

Received from Program Manager	/
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Submitted to Client for Approval	/
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Email	/
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Electronic Submission ( For Acceptance)	/
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Electronic Submission (Acceptance)	/
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Electronic Submission (For Payment)	/
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Completed	/
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Aging Follow-Up 1 (30 Days):	/
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Aging Follow-Up 2 (45 Days):	/
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Aging Follow-Up 3 (60 Days):	/
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Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000 1034-122		<b>PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL</b>				VOUCHER NO.  37260122		
U.S.DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION PBS Payments Branch P.O. Box 17181 Fort Worth, TX 76102-0181			DATE VOUCHER PREPARED 10/17/2012			SCHEDULE NO.		
			CONTRACT NUMBER AND DATE GS-23F-ST001 2/18/11			PAID BY		
			ACT NUMBER AND DATE PJ1P00048					
PAYEE'S NAME AND ADDRESS  Integrity Management Consulting, Inc. 2000 Corporate Ridge Rd Suite 170 McLean, VA 22102  ABA #056009505, acct #204230  (b) (4)							DATE INVOICE RECEIVED	
							DISCOUNT TERMS	
							PAYEE'S ACCOUNT NUMBER 2011-3726-101	
							GOVERNMENT B/L NUMBER	
SHIPPED FROM		TO		WEIGHT				
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</i>	QUAN- TITY	UNIT PRICE		AMOUNT		
				COST	PER	(1)		
P-00-11-CY-0012  2/18/11	9/18/2012 Thru 10/17/2012	Project Management and Acquisition Support Services for the Office of Contracting and Facilities Division (PGE)				\$85,743.08		
(Use continuation sheets if necessary) (Payee must NOT use the space below)						TOTAL \$	85,743.08	
PAYMENT:		APPROVED FOR	EXCHANGE RATE	DIFFERENCES				
<input type="checkbox"/> PROVISIONAL		= \$	= \$1.00					
<input type="checkbox"/> COMPLETE		BY <sup>2</sup>						
<input type="checkbox"/> PARTIAL								
<input type="checkbox"/> FINAL								
<input type="checkbox"/> PROGRESS				Amount verified; correct for				
<input type="checkbox"/> ADVANCE		TITLE		(Signature or initials)				
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.								
(Date)		(Authorized Certifying Officer) <sup>2</sup>			(Title)			
ACCOUNTING CLASSIFICATION								
CHECK NUMBER		ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER		ON (Name of bank)		
CASH		DATE		PAYEE <sup>3</sup>				
\$								
<sup>1</sup> When stated in foreign currency, insert name of currency. <sup>2</sup> If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. <sup>3</sup> When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary" or "Treasurer", as the case may be.						PER		
						TITLE		

Previous edition usable

NSN 7650-00-634-4206

**PRIVACY ACT STATEMENT**

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

DATE OF INVOICE: 10/17/2012

INVOICE #: 22

TO: PBS Payments Branch  
P.O. Box 17181  
Fort Worth, TXFROM: Integrity Management Consulting  
2000 Corporate Ridge, Ste 170  
McLean, Virginia 22102

TERMS:

SHIP.:

P. O.:

BILLING PD FROM: 09/18/2012

TO: 10/17/2012

OUR ACCOUNT NUMBER: 3726-101

LINE		DESCRIPTION OF ARTICLES PROVIDED	UNIT	SALES
NO	QUANTITY	OR SERVICES PERFORMED FOR CLIENT	PRICE	AMOUNT
1	1	Project Management and Acquisition Support Services for the Office of Contracting and Facilities Division (PGE)	85743.080	85743.08
TOTAL AMOUNT DUE:				85743.08

PROJECT MGR: HJORDAN

DIVISION #: # 1

EST TOT VAL:

FUNDED VALUE:	1,164,385.36
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JOB TYPE: FP

RATE TYPE: BUD

STATUS: ACTIVE

			CURRENT PERIOD		YEAR-TO-DATE			TOTAL CONTRACT				
INCURRED												
PRIOR YEARS			BUDGETED	INCURRED	BUDGETED	INCURRED	VARIANCE	BUDGETED	INCURRED	BACKLOG	COMMITMENTS	
Client Site DL			0	0	30,889	0	240,261	-240,261	0	240,261	-240,261	
TOTAL LABOR COST			0	0	30,889	0	240,261	-240,261	0	240,261	-240,261	
TOTAL OTHER DIR.COST			0	0	0	0	0	0	0	0	0	
FB	0.00/	25.69	0	0	7,935	0	61,723	-61,723	0	61,723	-61,723	0
OH	0.00/	21.27	0	0	8,258	0	64,232	-64,232	0	64,232	-64,232	0
G&A	0.00/	22.95	0	0	10,805	0	84,047	-84,047	0	84,047	-84,047	0
TOTAL INDIRECT EXP.			0	0	26,999	0	210,002	-210,002	0	210,002	-210,002	0
TOTAL CONTRACT COSTS			0	0	57,888	0	450,263	-450,263	0	450,263	-450,263	0
FEE COMPUTED	0.00		0	0	19,881	0	216,482	-216,482	0	216,482	-216,482	
CONTRACT REVENUE			0	0	77,769	0	666,745	-666,745	0	666,745	-666,745	
TOTAL LABOR HOURS			0.0	0.0	736.0	0.0	5871.0	-5871.0	0.0	5871.0	-5871.0	
AVERAGE LABOR RATE			0.00	0.00	41.97	0.00	40.92	40.92	0.00	40.92	40.92	
PROFIT PERCENTAGE			0.00%	0.00%	34.34%	0.00%	48.08%	N/A	0.00%	48.08%	48.08%	
PERCENT OF BUDGETED COSTS:										0.00%	48.08%	
PERCENT OF FUNDED VALUE:										57.26%		
PERCENT OF TIME ELAPSED:										61.64%		



H O U R S				
JOB CATEGORY	EMPLOYEE NAME	CURRENT PERIOD	YEAR TO DATE	TOTAL CONTRACT
40 Client Site DL				
A0 Acq Specialist	Williams, Doris D.	152.0	1239.0	1239.0
	Pelham, Erica	152.0	1208.0	1208.0
R1 Research Analyst	Banner, Michael	0.0	400.0	400.0
	McCauley, Kanisha C.	144.0	1165.0	1165.0
S0 Sr. Analyst	Pritchett, Katrina V.	136.0	676.0	676.0
	Bailey, Sandra	152.0	1183.0	1183.0
		736.0	5871.0	5871.0
TOTALS		736.0	5871.0	5871.0

## NOTICE REGARDING PROHIBITION OF INHERENTLY GOVERNMENTAL SERVICES UNDER MOBIS SIN 874-6

Some acquisition services are inherently governmental in nature and shall not be performed by contractors. Pursuant to [FAR 7.503](#), the following federal procurement services are considered inherently governmental and thus are **prohibited** under MOBIS:

- Determining what supplies or services are to be acquired by the Government;
- Participating as a voting member on any source selection boards;
- Approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria;
- Awarding contracts;
- Administering contracts (including ordering changes in contract performance or contract quantities, taking action based on evaluations of contractor performance, and accepting or rejecting contractor products or services);
- Terminating contracts;
- Determining whether contract costs are reasonable, allocable, and allowable; and
- Performing as a voting member on performance evaluation boards

Pursuant to [FAR 7.503](#), the following acquisition support services are generally not considered to be inherently governmental; however, they may approach being in that category due to the nature of the function, in the manner in which the contractor performs, or the manner in which the ordering agency administers contract performance. **Thus, ordering activities should ensure that any of the services described below, if required, are structured, performed, and managed so as to not be considered inherently governmental:**

- Services that involve or relate to the evaluation of another contractor's performance;
- Services in support of contract management (such as where the contractor might influence official evaluations of other contractors);
- Services involving the technical evaluation of contract proposals;
- Services providing assistance in the development of statements of work;
- Services that permits or might permit contractors to gain access to confidential business information of other contractors; and
- Services requiring contractors to participate in any situation where it might be assumed that they are agency employees or representatives

## **Special Ordering Instructions for MOBIS SIN 874-6, Acquisition Support Services**

### **Special Instructions Prior to Issuance of Request for Quotation (RFQ)**

Pursuant to [OFPP Policy Letter No. 93-1](#), Managing Oversight of Service Contracting, ordering activities contemplating the use of acquisition support services should address the following questions **prior to** soliciting and/or awarding services under a MOBIS task order. GSA strongly recommends that ordering activities document responses in an agency-prescribed format (i.e., memorandum to the file, or a Determination and Findings (D&F)) which addresses all questions below:

- 1) Is the requirement for inherently governmental services as defined either by FAR 7.5 or by the ordering agency? (If the answer is yes, the services **shall not** be solicited under MOBIS. The services must only be performed by qualified government employees. If the answer is no, proceed to the next questions.)
- 2) Are there sufficient resources to evaluate contractor performance when the statement of work requires the contractor to provide advice, analysis and evaluation, opinions, alternatives, or recommendations that could significantly influence agency policy development or decision-making? Identify the resources that will be utilized under a resultant task order.
- 3) Is the statement of work so broadly written that it does not specify a contract deliverable or require progress reporting on contractor performance? (If the answer is yes, the statement of work/RFQ is not yet ready for issuance.) Address how the statement of work addresses these issues to ensure acceptable contractor performance/deliverables.
- 4) Is there concern that the agency lacks the expertise to evaluate independently the contractor's approach, methodology, results, options, conclusions, or recommendations? Explain how the agency will perform/provide the independent evaluation of the contractor's work.

### **Special Instructions for Information Contained in RFQ**

Ordering activities using MOBIS to obtain acquisition support services should take the following actions when soliciting, awarding, and managing such services:

- The RFQ should clearly identify the tasks required. If the contractor will be responsible for participating in the development of source selection documents, in the evaluation of proposals, or in the administration of contracts, these tasks should be specifically stated, and the extent of the contractor's involvement in the acquisition support tasks should be clearly explained. Potential contractors should be able to evaluate whether such services will represent a conflict of interest before they take the time and effort to prepare a quote/proposal for the

services.

- Ordering activities should require prospective contractors to include in their quote the following disclosures:
  - Whether and to what extent the offeror has participated in earlier work involving the same program or activity that is the subject of the present contract wherein the offeror had access to source selection or proprietary information not available to other offerors competing for the task order;
  - Whether and to what extent the offeror has information in its possession that the work under the resultant task order would put the offeror in a position to influence Government decision-making, e.g., developing procurement documentations, that will affect the contractor's current or future business;
  - Whether and to what extent the offeror has any information in its possession that the work under a resultant task order affect the interests of the contractor's other clients; and
  - Whether to what extent the offeror or any of its personnel who will perform services under the task order were former agency officials who, while employed by the agency, personally or substantially participated in (a) the development of the requirement for, or (b) the procurement of, these services within the past two years.
  - Offerors should provide resumes for all key personnel they intend to utilize to perform the services under an awarded task order. The personnel resumes should clearly depict the employees' qualifications to perform the required service and their previous work history.
  - As necessary, the RFQ should require all employees of the contractor performing acquisition support services to submit statements/certificates of nondisclosure prior to performing any services under the task order. A sample statement of nondisclosure can be found on the MOBIS website at [www.gsa.gov/mobis](http://www.gsa.gov/mobis).

The responses should be evaluated for potential conflicts of interest and any disclosed conflicts of interest should be addressed with the offerors and the ordering agency's legal counsel as necessary prior to award of the task order.

### **Special Instructions for Award of a Task Order**

Pursuant to [OFPP Policy Letter No. 93-1](#), After receipt and evaluation of quotes, GSA strongly recommends that ordering activities address in writing the following questions regarding conflict of interest prior to making an award of a task order, via an agency-prescribed format (memorandum to the file or D&F):

- 1) Can the potential contractor perform under the contract in such a way as to devise solutions or make recommendations that would influence the award of future contracts to that contractor?
- 2) Has the potential contractor participated in earlier work involving the same program or activity that is the subject of the present contract wherein the offeror had access to source selection or proprietary information not available to other offerors competing for the task order?
- 3) Will the contractor be evaluating a competitor's work?
- 4) Will the work under the resultant task order put the contractor in a position to influence Government decision-making, e.g., developing regulations, that will affect the contractor's current or future business?
- 5) Will the work under a resultant task order affect the interests of the contractor's other clients?
- 6) Is the potential contractor or any of its personnel who will perform services under the task order former agency officials who, while employed by the agency, personally or substantially participated in (a) the development of the requirement for, or (b) the procurement of, these services within the past two years?

Additionally, ordering activities are strongly encouraged to verify that any additional requirements pertaining to contracting for acquisition support services are met.

Due to the risks associated with contractor performance of acquisition support services, the ordering agency's Inspector General or other interested parties may select task orders for these services to be reviewed for compliance with statutory, regulatory, and policy requirements. Thus, proper documentation of the task order file (addressing the questions/issues described above), along with sufficient management and oversight of the contract, is necessary in order to protect the Government's interests.